



Government Gazette

OF

WESTERN AUSTRALIA

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No. 45]

PERTH: FRIDAY, 8th JUNE

[1962

COMMISSION

WESTERN AUSTRALIA,
TO WIT,
CHARLES HENRY
GAIRDNER,
Governor.
[L.S.]

By His Excellency Lieutenant-General Sir Charles Henry Gairdner, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Knight Commander of the Royal Victorian Order, Knight Commander of the Most Excellent Order of the British Empire, Companion of the Most Honourable Order of the Bath, Governor in and over the State of Western Australia and its Dependencies in the Commonwealth of Australia.

To The Honourable Sir John Patrick Dwyer, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Lieutenant-Governor of Western Australia:

WHEREAS by clause 14 of the Letters Patent under the Great Seal of the United Kingdom constituting the office of Governor of the State of Western Australia and its Dependencies, bearing date the 29th October, 1900, it is provided that in the event of the Governor having occasion to be temporarily absent from the seat of Government or from the State, he may in every such case, by an instrument under the Public Seal of the State, constitute and appoint the Lieutenant-Governor to be his Deputy during such absence, and in that capacity to exercise, perform and execute for and on behalf of the Governor, during such absence but no longer, all such powers and authorities vested in the Governor by such Letters Patent as shall in and by such instrument be specified; and whereas I, the said Governor, propose to absent myself temporarily from the seat of Government: Now, therefore I, the said Governor, by virtue of and in exercise of the powers vested in me as aforesaid, do by this instrument under the Public Seal of the State constitute and appoint you the said Sir John Patrick Dwyer as from the date of my departure upon the said absence to be my Deputy, and in that capacity to exercise, perform and execute for and on my behalf, as such Governor, all the powers and authorities vested in me by the said Letters Patent.

Given under my hand and issued under the Public Seal of the said State, at Perth, this 6th day of June, 1962.

(Sgd.) CHARLES GAIRDNER,
Governor.

GOD SAVE THE QUEEN !!!

Premier's Department,
Perth, 29th May, 1962.

IT is hereby notified for public information that His Excellency the Governor has approved of the following temporary allocation of portfolios during the absence in the Eastern States of the Hon. W. S. Bovell, M.L.A., and the Hon. J. F. Craig, M.L.A.—

During the absence of the Hon. W. S. Bovell, M.L.A., in the Eastern States from 26th May:—

Hon. Crawford David Nalder, M.L.A., to be Acting Minister for Lands and Forests.

Hon. Charles Walter Michael Court, O.B.E., M.L.A., to be Acting Minister for Immigration.

During the absence of the Hon. J. F. Craig, M.L.A., in the Eastern States from 27th May:—

Hon. Charles Walter Michael Court, O.B.E., M.L.A., to be Acting Minister for Transport.

Hon. Leslie Arthur Logan, M.L.C., to be Acting Minister for Police.

R. H. DOIG,
Under Secretary, Premier's Department.

JUSTICES OF THE PEACE.

Premier's Department,
Perth, 6th June, 1962.

IT is hereby notified for public information that His Excellency the Governor in Executive Council has been pleased to approve of the following appointments to the Commission of the Peace for the State of Western Australia:—

George Walker Beales, of 3106 Albany Highway, Armadale.

Henry James Fitzgerald, of Margaret River Station, via Halls Creek.

Francis David Freeman, of Grass Patch.

R. H. DOIG,
Under Secretary, Premier's Department.

VACANCIES IN THE PUBLIC SERVICE

Department	Position	Class	Salary	Date Returnable
Forests	Draftsman, Drafting Section (Item 1925/61) (a) (f)	P-II-1/5	Margin £407-£839	1962 15th June
Treasury	Clerk, Cashiers and Relieving Officers Section (Item 122/61)	C-II-1	Margin £407-£443	do.
Mines	Assayer, Kalgoorlie Metallurgical Laboratory, School of Mines (Item 3990) (a) (j)	P-II-1/5	Margin £443-£839	do.
Do.	Senior Draftsman, Survey Examinations and Drafting Branch (new Item)	P-II-6/7	Margin £893-£1109	do.
Do. (4 positions)	Draftsman (new Items) (a) (k)	P-II-1/5	Margin £407-£839	do.
Tourist Development Authority	Senior Clerk, Accounts and Records Branch (new Item) (b)	C-II-4	Margin £677-£731	do.
Do. do. do.	Tourist Officer, Booking Branch (new Item)	C-II-1	Margin £407-£443	do.
Do. do. do.	Tourist Officer (Sydney) (new Item)	C-II-1	Margin £407-£443	do.
Agriculture	Section Instructor (Poultry), Muresk Agricultural College (Item 3653/61) (a) (l)	G-II-1	Margin £407-£443	do.
Public Health	Secretary, Nurses' Registration Board (Item 4433/61) (m)	C-II-1	Margin £407-£443	do.
Do. (2 positions)	Nurse (Female), Epidemiology and Special Services Branch (a) (n)	G-III-3	Margin £482-£536	do.
Do.	Inspector, Grade 1, Inspection (Health Act) (Meat) Section (Item 4376/61)	G-II-5	Margin £785-£839	do.
Chief Secretary's	Mail Officer, Correspondence Despatch Office (Item 4273/61)	G-VII-2/3	Margin £263-£371	do.
Do. do.	Assistant Astronomer, Grade 2, Astronomical Services (Item 4336/61) (a) (o)	P-II-2/7	Margin £515-£1109	do.
State Housing Commission	Clerk, Technical Section, Architectural Division (Item 1828/61)	C-II-1	Margin £407-£443	do.
Public Works (4 positions)	District Architect, Architectural Division (Item 1177/61) (Item 1185/61) (2 new Items)	P-I-1	Margin £1599-£1657	do.
Do.	Architect, Grade 2, Drawing Office, Architectural Division (Item 1072/61)	P-II-8/9	Margin £1163-£1325	do.
Do.	Architect, Grade 3, Drawing Office, Architectural Division (Item 1086/61)	P-II-4/7	Margin £677-£1109	do.
State Housing Commission	Cashier, Accounts Branch (Item 1708/61)	C-II-3	Margin £569-£623	22nd June
Public Works	Principal Assistant (Design), Architectural and Structural Design Branch, Architectural Division (Item 1049/61) (a)	P-I-5	Margin £2075-£2145	do.
Do.	Senior Architect, Architectural and Structural Design Branch, Architectural Division (Item 1052/61) (a)	P-I-3	Margin £1831-£1889	do.
Do.	Architect, Grade 1, Architectural and Structural Design Branch, Architectural Division (Items 1053 and 1054/61) (a)	P-I-1	Margin £1599-£1657	do.
Mental Health Services	Nursing Tutor (Item 4558/61) (a) (c)	G-II-2/4	Margin £479-£731	do.
Public Works	Clerk, Expenditure Branch, Accounting Division (Item 550/61)	C-II-2	Margin £479-£515	do.
Do.	Assistant Cashier (Receiving), Revenue Branch, Accounting Division (Item 602/61)	C-II-2	Margin £479-£515	do.
Police	Clerk-in-Charge, Records and Correspondence Section (Item 3766/61)	C-II-4	Margin £677-£731	do.

(a) Applications also called outside the Service under section 24.

(b) Possession of an accountancy qualification by examination will be regarded as an important factor in assessing relative efficiency.

(c) Applicants must be registered General Certificate and Mental Health Nurses and possess the Sistor Tutor Diploma.

(f) A pass in the first three years of the Diploma in Cartography, Perth Technical College, or an approved equivalent. Practical proficiency in cartography essential, with knowledge of photogrammetry an advantage.

(j) School of Mines Assayer's Certificate or an approved equivalent, preferably with some assaying and analytical experience. Consideration given to students likely to complete Assayer's Certificate this year.

(k) First three years of Diploma in Cartography at Perth Technical College or an approved equivalent.

(l) Diploma of recognised agricultural college or approved equivalent.

(m) Title and classification amended *Government Gazette*, 1st June, 1962.

(n) General Nursing Certificate.

(o) University degree, majoring in Mathematics, Physics or Surveying.

Applications are called under section 34 of the Public Service Act, 1904-1956, and are to be addressed to the Public Service Commissioner and should be made on the prescribed form, obtainable from the offices of the various Permanent Heads of Departments.

8th June, 1962.

R. J. BOND,
Public Service Commissioner.

Public Service Commissioner's Office,
Perth, 6th June, 1962.

AMENDMENTS TO TITLE AND/OR
CLASSIFICATION.

IN accordance with section 69 of the Public Service Act, 1904-1956, notification is given of the following amendments to title and/or classification:—

Item 2199/61, occupied by M. L. Fox, Narrogin, Court Offices, Crown Law Department, amended from Assistant, G-IX, to Clerk-Typist, C-V, with effect from the 1st June, 1962.

New item, vacant, Engineering Chemistry Division, Government Chemical Laboratories, Mines Department, amended from Second-in-Charge, P-I-1, to Chemical Engineer, P-I-1, with effect from the 8th June, 1962.

R. J. BOND,
Public Service Commissioner.

DEPARTMENT OF THE NORTH-WEST.

Vacancy for Administrator.

ATTENTION is drawn to the advertisement in *The West Australian* of the 6th, 9th and 16th June, 1962, calling applications for the above position.

Any State Public Servant wishing to apply may obtain particulars from the office of the Public Service Commissioner.

If an appointment is made from within the Service, arrangements will be made to loan or second the successful applicant.

Applications close on the 22nd June, 1962, with the undersigned.

R. J. BOND,
Public Service Commissioner.

AUDIT ACT, 1904.

The Treasury,
Perth, 31st May, 1962.

Tsy. 1/54.

IT is hereby published for general information that Mr. F. W. Byfield has been appointed as a Certifying Officer for the Government Stores Department, as from 7th May, 1962.

Tsy. 2/61.

IT is hereby published for general information that Messrs. H. T. Rogers and I. R. Stannard have been appointed as Certifying Officers *vice* Messrs. E. L. Morton and J. McGeogh for the State Government Insurance Office, from 14th May, 1962, to 25th May, 1962.

Tsy. 203/60.

IT is hereby published for general information that Mr. C. R. Smith has been appointed as a Certifying Officer *vice* Mr. R. L. J. Weedon, for the Department of Native Welfare, as from 27th April, 1962.

Tsy. 1/54.

IT is hereby published for general information that Mr. F. W. Byfield has been appointed as an officer empowered to appoint for the Government Stores Department, as from 7th May, 1962.

Tsy. 1353/49.

IT is hereby published for general information that Mr. Donaly Guy Denny has been appointed as a Certifying Officer for the Workers' Compensation Board Fund, the Workers' Compensation in Suspense Account and the Workers' Compensation Board Investment Reserve Account, for the period 7th May, 1962, to the 18th May, 1962 inclusive.

Tsy. 218/48.

IT is hereby published for general information that Mr. D. J. Pitcher has been appointed as a Receiver of Revenue *vice* Mr. A. C. Kershaw, for the Metropolitan Water Supply, as from the 22nd May, 1962.

K. J. TOWNSING,
Under Treasurer.

Crown Law Department,
Perth, 6th June, 1962.

THE Hon. Minister for Justice has appointed the following persons as Commissioners for Declarations under the Declarations and Attestations Act, 1913-1953:—

Keith Eric Crofts, Kalgoorlie.
Walter Domenic Davis, Kewdale.
Thomas, Frederick Jackson, Midland.
Frederick Fulford Kelly, Midland.
Sandor Kiss, Bayswater.
(Mrs.) Beatrice Elsie Elizabeth Morsley, Salter Point.
Daniel Thomas Mulcahy, Como.
Glyn Newton Payne, Buntine.
Ronald Beel Potts, Attadale.
Bernard Putnin, Mosman Park.
Ian Arthur Robinson, Wembley.
Ian Langdon Shellabear, Swanbourne.
Thomas Walter Vigus, Doubleview.
Michael Rutherford Watson, South Perth.
Eric Albert Young, Salter Point.

R. C. GREEN,
Under Secretary for Law.

APPOINTMENT.

(26 George V, No. 36.)

HIS Honour the Chief Justice has been pleased to appoint Harold Joseph Lane, of 42 Hunter Street, Newcastle, in the State of New South Wales, Solicitor, a Commissioner of the Supreme Court of Western Australia, to administer or take within the State of New South Wales any oath, affidavit, affirmation, declaration, or acknowledgment by a married woman to be used in the Supreme Court of Western Australia. The Commission to remain in force until the said Harold Joseph Lane ceases to reside at Newcastle aforesaid, or until he ceases to practise the profession of a Solicitor on his own account or in partnership there, or until revoked.

G. J. BOYLSON,
Registrar Supreme Court.
Supreme Court Office,
Perth, 14th May, 1962.

ELECTORAL ACT, 1907-1959.

Murray District By-Election.

Polling Day, Saturday, 23rd June, 1962.

Polling Places.

UNDER the provisions of section 100 of the Electoral Act, 1907-1959, I, the undersigned, being the responsible Minister of the Crown charged for the time being with the administration of the said Act, hereby abolish the polling places previously appointed for the Murray Electoral District and in lieu thereof appoint the undermentioned polling places.

5th June, 1962. ARTHUR GRIFFITH,
Minister for Justice.

Polling Places.

1. Banksiadale—Hall.
2. Barraghup—Hall.
3. Boddington—School.
4. Cookernup—Post Office Building.
5. Coolup—C.W.A. Hall.
6. Dwellingup—School.
7. Fairbridge—School.
8. Hamel—Hall.
9. Mandurah—R.S.L. Hall.
10. Mandurah—School.
11. Marradong—Hall.
12. North Dandalup—School.
13. North Yunderup—C.W.A. Hall.
14. Pinjarra—Court House (Chief Polling Place).
15. Quindanning—Hall.
16. Wagerup—Hall.
17. Waroona—Scout Hall.
18. Yarloop—Hall.
19. Yunderup—John's Cottage (South Yunderup).

ELECTORAL ACT, 1907-1959.

By-Election—Saturday, 23rd June, 1962.

Murray District.

PURSUANT to section 141 of the Electoral Act, 1907-1959, I, the undersigned, being the responsible Minister of the Crown charged for the time being with the administration of the Act, appoint the undermentioned Counting Places and Assistant Returning Officers to count at those Counting Places votes cast for the Murray District By-election at the Polling Places specified in the third column of the schedule hereunder:—

Schedule.

Assistant Returning Officer; Counting Place; Polling Places.

Fletcher, Robin Roy; Mandurah, R.S.L. Hall, to count votes cast at Mandurah R.S.L. Hall, Mandurah School, Barragrup, North Yunderup.

Shannon, Robert William; Waroona, Scout Hall, to count votes cast at Cookernup, Hamel, Wagerup, Waroona, Yarloop.

And pursuant to the provisions of section 142A, approve of the appointment of Stanley Edward Wheeler as an Assistant Returning Officer for the purpose of counting under the direction of the Chief Electoral Officer, Postal Votes and Section Votes cast at the said by-election.

ARTHUR GRIFFITH,

5th June, 1962. Minister for Justice.

STREET COLLECTIONS (REGULATION) ACT, 1940.

Chief Secretary's Office,
Perth, 6th June, 1962.

NOTICE is hereby given that any person (including any association, society or committee and any combination thereof) desiring to make a street collection in the Metropolitan Area during the period between the 1st of July, 1962, and the 31st December, 1962, should make application to the Chief Secretary for the issue of the necessary permit in the application form prescribed by the Street Collections Regulations, 1940.

Applications are restricted to the following dates:—

July: 6th and 20th.
August: 3rd, 17th and 31st.
September: 14th, 21st and 28th.
October: 12th, 19th and 26th.
November: 9th, 23rd and 30th.
December: 7th and 14th.

J. DEVEREUX,
Under Secretary,
Chief Secretary's Department.

Prisons Department,
Perth, 1st May, 1962.

HIS Excellency the Governor in Council has appointed—

C.S.D. Pers. 195.—Edward Paul Lawrence, to the disciplinary staff of the Prisons Department as Prison Officer, as from the 7th October, 1960.

C.S.D. 252/57.—Robert Gowans, to the disciplinary staff of the Prisons Department, as from the 27th February, 1961.

A. H. WATERER,
Comptroller General of Prisons.

HEALTH ACT, 1911-1960.
(Section 293A.)

Notice Requiring Persons to Submit to X-ray Examination.

PURSUANT to the provisions of the abovementioned section, persons who are included in the class specified hereunder, and to whom the provisions of

that section apply, are required to undergo x-ray examination for tuberculosis at the time and place specified.

Class.

Persons 21 years of age and over who are residents of the City of Nedlands.

Time.

20th June—20th July, 1962, inclusive.
27th and 28th August, 1962 (Hackett Estate).

Place.

Site 1: Shopping Centre, Mt. Claremont, corner Strickland and Asquith Streets—20th and 21st June, 1962 (two days).

Site 2: St. Andrews (Mobile Caravan), near corner Stirling Highway and Napier Street, Claremont—25th June to 27th June, 1962 (three days).

Site 3: John Leckie Memorial Pavilion, College Park, corner Loton Street and Melvista Avenue, Claremont—28th and 29th June, 1962 (two days).

Site 4: Dalkeith Hall, Waratah Avenue, between Alexander and Adelma Roads, Dalkeith—2nd July to 5th July, 1962 (four days).

Site 5: Windsor Theatre Foyer, corner Stirling Highway and Dalkeith Road, Nedlands—9th July to 13th July, 1962 (five days).

Site 6: J. C. Smith Pavilion, Melvista Park, corner Melvista Avenue and Thomas Street, Nedlands—16th July to 18th July, 1962 (three days).

Site 7: Mobile Caravan, Hampden Road, between Karella and Hardy Streets, Hollywood—19th July and 20th July, 1962 (two days).

Site 8: Hackett Hall, Draper Street, Floreat Park—27th August and 28th August, 1962 (two days).

or

Perth Chest Clinic, 17 Murray Street, Perth.

or

Fremantle Chest Clinic, 93 High Street, Fremantle.

No charge will be made for the x-ray examination of any person who reports as required by this notice.

Dated at Perth this 30th day of May, 1962.

LINLEY HENZELL,
Commissioner of Public Health.

POLICE ACT, 1892-1955.

(Sections 75 and 76.)

THE following unclaimed Stolen and Found Property will be sold by auction at the Kalgoorlie Police Station at 10 a.m. on 7th July, 1962.

J. M. O'BRIEN,
Commissioner of Police.

Item No.; Station; Folio No.; Description of Articles.

STOLEN PROPERTY.

- 1—Boulder; 24/60; 1 gent's "Malvern Star" cycle.
- 2—Boulder; 34/60; 1 lady's "Greyhound" cycle.
- 3—Boulder; 1/61; 1 gent's "Swansea" cycle.
- 4—Boulder; 17/61; 1 gent's "Malvern Star" cycle.
- 5—Esperance; 20/60; 1 lady's "Silver Prince" cycle.
- 6—Kalgoorlie; 77/60; 1 lady's "Malvern Star" cycle.
- 7—Kalgoorlie; 78/60; 1 gent's "Armstrong" cycle.
- 8—Kalgoorlie; 95/60; 1 part drum "Retinax" grease, 1 part tin "Davis" paint, 1 part tin "Docker" varnish, 3 open end spanners, 1 set socket spanners, 1 rip saw.
- 9—Kalgoorlie; 101/60; 1 gent's "Malvern Star" cycle.
- 10—Kalgoorlie; 106/60; 1 lady's "Rainbow" cycle.
- 11—Kalgoorlie; 108/60; 1 gent's "Swansea" cycle.

Item No.; Station; Folio No.; Description of Articles.

FISHERIES ACT, 1905-1961.

Fisheries Department,
Perth, 1st June, 1962.

F.D. 167/53.

IT is hereby notified for general information that the Minister for Fisheries, acting pursuant to the provisions of section 17 of the Fisheries Act, 1905-1961, has imposed the following conditions in respect of fishing licenses:—

- 12—Kalgoorlie; 116/60; 1 gent's "Malvern Star" cycle.
- 13—Kalgoorlie; 120/60; 1 gent's 27 in. "Swansea" cycle (rear wheel missing).
- 14—Kalgoorlie; 122/60; 1 gent's "Malvern Star" cycle.
- 15—Kalgoorlie; 125/60; 1 lady's "Mercury" cycle.
- 16—Kalgoorlie; 126/60; 1 gent's cycle (make unknown).
- 17—Kalgoorlie; 127/60; 1 lady's "Malvern Star" cycle.
- 18—Kalgoorlie; 133/60; 1 gent's "Swansea" cycle.
- 19—Kalgoorlie; 140/60; 1 gent's "Swansea" cycle.
- 20—Kalgoorlie; 6/61; 1 pair thong sandals.
- 21—Kalgoorlie; 7/61; 1 gent's "Swansea" cycle.
- 22—Kalgoorlie; 12/61; 1 gent's cycle (make unknown).
- 23—Kalgoorlie; 23/61; 1 gent's cycle (make unknown).
- 24—Kalgoorlie; 25/61; 1 lady's "Swansea" cycle.
- 25—Gold Stealing Detection Staff, Kalgoorlie; 102/61 (Kalgoorlie); 1 roll adhesive tape, 1 brass tap, 1 wood auger.
- 26—Gold Stealing Detection Staff, Kalgoorlie; 103/61 (Kalgoorlie); small quantity mining tools, shackles, wire rope clamps, solder, wire rope, split pins, 3 dozen $\frac{3}{8}$ in. bolts, 6 water taps, 15 thimbles, 1 air-hose connection, 1 piece lead, 1 roll copper wire.
- 27—Gold Stealing Detection Staff, Kalgoorlie; 104/61 (Kalgoorlie); 2 stilson wrenches, 1 roll adhesive tape, quantity bell fuse, water pipe fittings, 1 electric light globe, quantity fiat washers.
- 28—Norseman; 17/60; 1 gent's "Silver Prince" cycle.
- 29—Norseman; 8/61; 1 car wheel, tyre and tube complete (600 x 16).
- 30—Southern Cross; 1/61; 1 lady's cycle (make unknown), minus seat.

- (1) Fishermen and boats engaged in the taking of crayfish between the 30th and 33rd parallels of South Latitude may not during the same calendar year be so engaged anywhere between the 28th and 30th parallels.
- (2) Fishermen and boats so engaged between the 28th and 30th parallels may not during the same calendar year be so engaged anywhere between the 30th and 33rd parallels.
- (3) Save as mentioned in clauses (4), (5) and (6) hereunder, no restrictions in regard to the operations of fishermen or boats engaged in taking crayfish anywhere between the 28th and 33rd parallels shall be applied in relation to waters north of the 28th parallel or south of the 33rd parallel.
- (4) Fishermen and boats engaged in the taking of crayfish in the Abrolhos Islands area, as defined in clause (5) hereunder, shall not be permitted during the whole of the Abrolhos Islands season to engage in the taking of crayfish elsewhere.
- (5) No freezer-boat shall engage in the taking of crayfish in the Abrolhos Islands area, or in the Abrolhos Islands area process, store, cut up, handle, preserve or treat crayfish or portions of crayfish. The Abrolhos Islands area comprises the whole of the Western Australian waters bounded by lines starting from the intersection of 27 degrees 30 minutes South Latitude and 113 degrees 37 minutes East Longitude and extending south-easterly to the intersection of 29 degrees 30 minutes South Latitude and 114 degrees 30 minutes East Longitude; thence west to 113 degrees East Longitude; thence north to 27 degrees 30 minutes South Latitude aforesaid; and thence east to the starting point.
- (6) Freezer-boats shall be permitted to catch crayfish north of the 28th or south of the 33rd parallel and to process their own catch, but shall not be permitted to process crayfish caught by any other boat or person.
- (7) North of the 27th parallel of South Latitude, freezer-boats shall be permitted to process crayfish caught by other boats or persons.

FOUND PROPERTY.

- 31—Coolgardie; 2/61; 1 gent's yellow metal 15 ct. signet ring inscribed with initials "B.P."
- 32—Kalgoorlie; 5/61; 1 brown leather handbag with chrome trimmings.
- 33—Kalgoorlie; 8/61; 1 small brown leather wallet, containing sundry papers (fold over type).
- 34—Kalgoorlie; 15/61; 1 small purse (fold over type).
- 35—Kalgoorlie; 18/61; 1 small plastic purse (fold over type), containing lipstick.
- 36—Kalgoorlie; 26/61; 1 car magneto and parts.
- 37—Kalgoorlie; 33/61; 1 child's wooden framed pusher with 2 pillows and 1 pillowslip.
- 38—Kalgoorlie; 69/61; 1 book of "Progressive Catering," Volume IV.
- 39—Kalgoorlie; 73/61; 1 gent's plastic raincoat.
- 40—Kalgoorlie; 80/61; 1 school case, containing sundry items children's clothing.
- 41—Kalgoorlie; 86/61; 1 small money purse (clip type).
- 42—Kalgoorlie; 95/61; quantity mining steels (11 bits, 24 extensions).
- 43—Kalgoorlie; 97/61; 2 bottles "Hannans" beer.
- 44—Kalgoorlie; 102/61; 1 bath towel, 1 gent's athletic singlet.
- 45—Kalgoorlie; 105/61; 1 small brown leather money purse (clip type).
- 46—Kalgoorlie; 106/61; 1 case containing shaving gear and sundry items.
- 47—Kalgoorlie; 110/61; 1 small purse (fold over type).
- 48—Kalgoorlie; 112/61; 1 wheel, tyre and tube complete (6.70 x 13).
- 49—Southern Cross; 9/61; 1 chrome "Ronson" cigarette lighter, inscribed with initials "W.J.P."

The notice appearing in the *Government Gazette* (No. 63) of the 22nd July, 1960, is hereby cancelled.

A. J. FRASER,
Director of Fisheries.

FORFEITURES.

THE undermentioned leases have been forfeited under the Land Act, 1933-1960, for the reasons stated.

F. C. SMITH,
Under Secretary for Lands.

Name; Lease; District; Reason; Corres.; Plan.
Collins, R. S.; 3117/3976; Kalgoorlie Lot 3395; non-payment of rent; 99/52; Kalgoorlie Sheet 1.
Glossop, H. E.; 3117/3983; Bullfinch Lot 85; non-payment of rent; 4890/53; Townsite.
Marshall, A. J.; 347/13576; Plantagenet Location 5806; non-payment of rent; 643/53; 451B/40, E2.
Moody, B. S.; P. 1116; Nelson Location 12031; abandoned; 1923/53; 439C/40, F4.

LAND OPEN FOR SELECTION

Perth Land Agency

Department of Lands and Surveys,
Perth 8th June, 1962.

IT is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V of the Land Act, 1933-1960, and the regulations appertaining thereto, subject to the provisions of the said Act.

Applications must be lodged at the Department of Lands and Surveys, Perth, not later than the date specified, but may be lodged before such date, if so desired.

All applications lodged on or before such date will be treated as having been received on the closing day, and if there are more applicants than one for any block, the application to be granted will be determined by the Land Board. Should any lands remain unselected such will continue available until applied for or otherwise dealt with.

If a Land Board sitting becomes necessary, the applicants for the blocks will be duly notified of the date, time, and place of the meeting of the Board, and there shall be an interval of at least seven days between the closing date and the sitting of the Board.

All indigenous marketable timber, including sandalwood and mallet, is reserved to the Crown, subject to the provisions of Clause 14 of the Regulations.

OPEN ON AND AFTER WEDNESDAY, 27th JUNE, 1962

SCHEDULE I

Location	Area	Price per Acre	Plan	Corres. No.	Classification	Deposit Required
Avon 28150 (a) (h) (i) ...	a. r. p. 6 1 30	£ s. d. 20 0 0 (Purchase price)	378B/40 D. 1	6314/07	....	£ s. d. 2 5 0
Kent 1821 (d) (e) (g) (i)	abt. 780 0 0	....	435/80 D. 1	2594/60	....	19 0 0
Kojonup 8267 } (i)	1,151 1 16	10 0 0	418/80 A. 2	1671/60	{ 4618/48 p. 4, } { 6286/27 p. 3 }	3 4 9
„ 8297 } (i)						
Nelson 12723 (a) (h) (i) ...	11 0 27	45 0 0 (Purchase price)	439B/40 E. 1	5701/52	....	4 15 0
Ninghan 4099 (d) (e) (i) ...	abt. 1,472 0 0	2 0 0 (ex. Survey fee)	36/300, 66/80 D. 1	930/38	....	27 0 0
Peel Estate Lot 1190 (i)	29 3 33	20 0 0	341A/40 B. 2	1372/60	....	1 9 8
„ „ „ 1295 (i)	9 0 24	20 0 0	„	1462/23 V. 2	....	1 5 0
Plantagenet 6874 (closed road only) (a) (h) (i)	22 3 38	116 0 0 (Purchase price)	457A/40 C. 1	3912/51	....	....
Victoria 10649 (d) (e) (f) (g) (i) (j)	abt. 4,430 0 0	....	121/80 B. C. 4	1759/57	....	44 3 9
„ 10650 (d) (e) (f) (g) (i) (j)	abt. 4,440 0 0	....	„	„	....	44 3 9
„ 10651 (d) (e) (f) (g) (i) (j)	abt. 3,100 0 0	....	„	„	....	39 0 0

SCHEDULE II

District	Description	Plan	Corres. No.	Deposit Required
Jilbadji (12 miles south-east of Badal-lin) (d) (e) (f) (g) (i)	All that portion of Crown land containing about 620 acres, bounded on the northward by Location 484; on the eastward by Location 485 and its prolongation northward; on the southward by Location 767; and on the westward by the prolongation northward of the west boundary of Location 767	23/80 B. 2	3049/61	£ s. d. 17 16 3
Nelson (a) (d) (e) (f) (g) (i)	All that portion of Crown land containing about 182 acres, bounded on the northward by Location 1646; on the eastward by Locations 1701 and 5627; on the southward by Location 2349; and on the westward by Location 1838	438A/40 C. 2	5181/10	10 3 9

(a) Available to adjoining holders only.

(d) Subject to survey.

(e) Subject to provision of necessary roads.

(f) Subject to classification.

(g) Subject to pricing.

(h) Subject to the provisions of section 53 of the Land Act, 1933-1960.

(i) Subject to mining conditions.

(j) Subject to the provisions of section 109B of the Land Act, 1933-1960.

F. C. SMITH,
Under Secretary for Lands.

OPEN FOR LEASING.

Northampton Lots 277 and 280.

WEDNESDAY, 27th JUNE, 1962.

Corres. 8342/04, Vol. 2. (Plan Northampton Townsite.)

APPLICATIONS are invited under section 32 of the Land Act, 1933-1960, for leasing Northampton Lots 277 and 280 (Reserve 9814), containing 9 acres 3 roods 39 perches, for Cropping and Grazing purposes at a rental of three pounds (£3) per annum.

The lease shall be for a term of one year, renewable at the will of the Minister for Lands, determinable at three months' notice by either party after the initial term of one year, and subject to the conditions that compensation will not be payable at the expiration or earlier determination of the lease for any improvements effected on the land, and to mining conditions.

Applications, accompanied by a deposit of £3 15s., being one year's rent plus 15s. fees, must be lodged at this office not later than 27th June, 1962.

F. C. SMITH,
Under Secretary for Lands.

Department of Lands and Surveys,
Perth, 29th May, 1962.

LAND OPEN FOR PASTORAL LEASING.

WEDNESDAY, 4th JULY, 1962.

Eastern Division—Bulga, Ularring and Yilgarn Districts.

Corres. 2173/60. (Plans 24/300, 35/300, 36/300, 41/300, 42/300 and 67/80.)

IT is notified for general information that the undermentioned land has been made available for Pastoral Leasing under Part VI of the Land Act, 1933-1960, at a commencing annual rental of 5s. per 1,000 acres.

Applications, accompanied by a deposit, comprising one-half year's rental for each 1,000 acres applied for, plus £1 fees, must be lodged at this office on or before 4th July, 1962.

The minimum acceptable application will be 300,000 acres for persons other than holders of adjoining Pastoral Leases.

Subject to payment for improvements, if any.

Schedule.

The area of about 1,977,000 acres bounded on the west by No. 1 Rabbit Proof Fence from the 64-mile peg to the 147-mile peg; on the north by leases 395/1072 and 395/1096; on the east by lease 395/1096, a western shore of Lake Barlee between leases 395/1096 and 395/1095, leases 395/1095, 395/1030 and 395/1039; on the south by lease 395/1069 and the Vermin Proof Fence.

Excluding all reserves.

F. C. SMITH,
Under Secretary for Lands.

Department of Lands and Surveys,
Perth, 1st June, 1962.

BUSH FIRES ACT, 1954-1958.

Appointment of Bush Fire Control Officers.

Bush Fires Board,
East Perth, 6th June, 1962.

IT is hereby notified that the following Shire Councils have appointed the following persons as bush fire control officers for their respective Shires:—

Manjimup: R. Franklin and R. Grimshaw.
Wanneroo: R. Kruger and B. Kent.

The following appointments have been cancelled:—

Wanneroo: A. W. Llewellyn and R. Delamare.

A. SUTHERLAND,
Secretary, Bush Fires Board.

BUSH FIRES ACT, 1954-1958.

Shire of Victoria Plains.

Notice to Owners and Occupiers of Land in the Shire of Victoria Plains.

1. PURSUANT to the powers contained in section 33 of the above Act, all owners of unoccupied lands and all occupiers of occupied lands are required in respect of those lands:—

- (1) On or before 31st July, 1962, to clear firebreaks not less than 10 feet wide, and to burn all debris and materials resultant therefrom, inside and along the boundaries of all uncleared land.
- (2) On or before 22nd October, 1962, to plough, cultivate, scarify or otherwise clear of all inflammable materials, firebreaks not less than 10 feet wide—
 - (a) inside and along the boundaries of all land;
 - (b) within five chains of the perimeter of all buildings on the land.
- (3) On or before 22nd October, 1962, to bulldoze or otherwise clear of all inflammable materials, firebreaks not less than one chain wide around the perimeter of all bush land which has been bulldozed or otherwise prepared for clearing by means of burning, and to ensure that all debris resultant therefrom is placed on that side of such firebreaks which adjoin the areas intended to be burned.

- (4) On or before 22nd October, 1962, to clear and keep clear of all inflammable materials, firebreaks not less than 10 feet wide around the perimeter of all fuel and oil drum ramps and all places where such drums (both full and empty) are stored in fuel depots in all townsites in the Shire of Victoria Plains and in those townships known as Yericoin and New Norcia.

2. Firebreaks in the situations described hereunder will be accepted as complying with the requirements of this notice so far as it applies to the common boundary between the land of any owner or occupier and the abutting lands referred to hereunder:—

- (a) Where the land of an owner or occupier abuts on a public road and the owner or occupier, having first obtained approval from the Board so to do, has burned or cleared the bush between the road formation and the common boundary.
- (b) Where the land of an owner or occupier abuts on Crown land or a reserve and the owner or occupier has cleared a firebreak not less than 10 feet wide on the Crown land or reserve along the common boundary.

Dated at Calingiri this 21st day of May, 1962.

By order of the Council,

B. W. LYONS,
Shire Clerk.

PUBLIC WORKS TENDERS

TENDERS closing at Perth, 2.30 p.m., on dates mentioned hereunder, are invited for the following. All tenders to be on a firm basis. Rise and Fall Clause will not apply.

Jarrahdale School—Additions (14867); 12th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 29th May, 1962.

Kalgoorlie Standby Reservoir No. 2—Bitumen Enrichment Seal Coat (14873); 12th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Kalgoorlie, on and after 29th May, 1962.

Meckering School—Repairs and Renovations (14868); 12th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Public Works Department, Northam, and at Police Station, Meckering, on and after 22nd May, 1962.

Southern Cross Hospital—New Mortuary (14863); 12th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Mining Registrar, Southern Cross, on and after 29th May, 1962.

University of Western Australia—New Building—Department of Chemistry—Supply and Installation of Lifts (Electric Traction or Hydraulic Operation) (14858); 12th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 8th May, 1962.

Wickepin School and Quarters—Repairs and Renovations (14869); 12th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Public Works Department, Narrogin and Police Station, Wickepin, on and after 22nd May, 1962.

Crawley—St. Catherine's College (University of W.A.)—Extensive Additions 1962 (14872); 19th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 29th May, 1962.

Crawley—St. Catherine's College (University of W.A.)—Additions—Electrical Installation (14874); 19th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after the 29th May, 1962.

Cue Public Buildings—Repairs and Renovations and New Toilet Block (14870); 19th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Public Works Department, Geraldton and Mining Registrar's Office at Cue, on and after 29th May, 1962.

Geraldton Fisheries Department—New Offices (14828); 19th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, on and after 10th April, 1962.

Maida Vale School—Septic Tank Installation (14875); 19th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 5th June, 1962.

Narrogin Agricultural High School Hostel—Erection (14871); 19th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and at Public Works Department, Narrogin, on and after 29th May, 1962.

Parliament House—Supply and Installation of Hot Water Service Extensions (14886); 19th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 5th June, 1962.

Parliament House—Supply and Installation of Mechanical Ventilation System (14887); 19th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after the 5th June, 1962.

Pinjarra Hospital—Conversion of Toilet Bay to Toilet (14884); 19th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Pinjarra, on and after 5th June, 1962.

Rottne Island School—Erection of New School and Quarters (14876); 19th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after the 5th June, 1962.

York School and Quarters—Repairs and Renovations to Quarters and New Fencing to School (14888); 19th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Northam, and Court House, York, on and after 5th June, 1962.

Bolgart School and Quarters—Septic Tank Installation (14877); 26th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Northam, and at Police Station, Toodyay, on and after 5th June, 1962.

Churchlands High School—Supply and Erection of Precast Concrete Frame (14889); 26th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 12th June, 1962.

Cunderdin—Goldfields Water Supply—New Workshop (14862); 26th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Northam, and Police Station, Cunderdin, on and after 22nd May, 1962.

Geraldton Public Buildings—Repairs and Renovations (14879); 26th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, on and after the 5th June, 1962.

Hamilton Hill High School—Supply and Erection of Precast Concrete Frame (14890); 26th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after the 12th June, 1962.

Jardee School—Septic Tank Installation (14880); 26th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, Bunbury, and at Police Station, Manjimup, on and after 5th June, 1962.

Southern Cross Police Station and Quarters—Repairs and Renovations (14881); 26th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and at Mining Registrar's Office, Southern Cross, on and after the 5th June, 1962.

Wyalkatchem Water Supply—Pump Station Erection (14882); 26th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Northam, and at Police Station, Wyalkatchem, on and after the 5th June, 1962.

Wyndham Caravan Park Toilet and Amenities Block—Erection (14883); 26th June, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, Wyndham and Derby, on and after 5th June, 1962.

Northam Police Inspector's Quarters—Repairs and Renovations (14892); 3rd July, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth and Northam, on and after 12th June, 1962.

Wokalup Research Station—Single Men's New Quarters (14893); 3rd July, 1962; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Public Works Water Supply Office, Harvey, on and after 12th June, 1962.

Tenders are to be addressed to "The Hon. the Minister for Works, Public Works Department, The Barracks, St. George's Place, Perth," and must be indorsed "Tender." The highest, lowest or any tender will not necessarily be accepted.

By order of the Hon. Minister for Works.

J. McCONNELL,
Under Secretary for Works.

8th June, 1962.

PUBLIC WORKS DEPARTMENT.

Karnet—Prison Training and Rehabilitation Centre Water Supply—50,000-gallon Reinforced Concrete Tank. (No. 14885.)

TENDERS for the above contract addressed to "Hon. Minister for Works," and marked outside "Tender for Karnet—Prison Training and Rehabilitation Centre Water Supply—50,000-gallon Reinforced Concrete Tank" will be received up to 2.30 p.m. on Tuesday, 12th June, 1962.

Conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 5th June, 1962.

J. McCONNELL,
Under Secretary for Works.

Local Government Act, 1960-1961 ; Public Works Act, 1902-1961

P.W. 775/62

NOTICE OF INTENTION TO RESUME LAND

City of Perth—Ashburton Street Extension

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, that it is intended to take or resume, under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto, and being in the Canning District, for the purpose of the following public work, namely, City of Perth—Ashburton Street Extension, and that the said piece or parcel of land is marked off on Plan P.W.D., W.A. 39587, which may be inspected at the Office of the Minister for Works, Perth.

SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area (approx.)
...	William Wilford Mitchell ...	Vacant	Portion of Canning Location 2, being that part of the land coloured brown on L.T.O. Plan 2823 as is now contained in L.T.O. Plan 7785, being part of the land in Certificate of Title Volume 1008, Folio 979	a. r. p. 0 0 34.1

Dated this 1st day of June, 1962.

D. BRAND,
Acting Minister for Works.

Main Roads Act, 1930-1959 ; Public Works Act, 1902-1961

M.R.D. 686/62

NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1961, that it is intended to take or resume, under section 17 (1) of that Act, the pieces or parcels of land described in the Schedule hereto, and being all in the Melbourne District, for the purpose of the following public work, namely, Gingin-Regans Ford-Eneabba Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 3098, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Perth.

SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
1	Walter George Mullett ...	W. G. Mullett	Portion of Melbourne Location 3716 (Crown Lease 389/62)	a. r. p. 85 0 0 (approx.)
2	Robert Herbert Jones ...	R. H. Jones	Portion of Melbourne Location 3717 (Crown Lease 479/58)	30 0 0 (approx.)
3	Eric Rabbish Denney, James Herbert Jones and Theresa Jane Jones	E. R. Denney, J. H. and T. J. Jones	Portion of Melbourne Location 3736 (Crown Lease 323/58)	2 0 20 (approx.)
4	Archie James Jones ...	A. J. Jones	Portion of Melbourne Location 3718 (Crown Lease 338/57)	80 0 0 (approx.)
5	Vernon Edwin Westbrook	V. E. Westbrook	Portion of Melbourne Location 3737 (Conditional Purchase Lease 347/11539)	25 0 0 (approx.)
6	Edwin John Negus and Hazel May Negus	E. J. and H. M. Negus ...	Portion of Melbourne Location 3705 (Crown Lease 46/57)	62 0 0 (approx.)
7	Ada Secretan	A. Secretan	Portion of Melbourne Location 3782 (Crown Lease 562/58)	43 0 0 (approx.)
8	Carmine Braccia and Tom- maso Di Giuseppe	C. Braccia and T. Di Giu- seppe	Portion of Melbourne Location 3708 (Crown Lease 328/56)	50 0 0 (approx.)
9	The Midland Railway Com- pany of Western Aus- tralia Limited	The Midland Railway Com- pany of Western Aus- tralia Limited	Portion of Melbourne Location 941 and being part of Lot M 2089 on Plan 6269 (Certificate of Title Volume 1181, Folio 526)	45 0 0 (approx.)
10	Jack Preston Reynolds and Mervyn Keith Reynolds	J. P. and M. K. Reynolds	Portion of Melbourne Location 941 and being part of Lot M 2088 on Plan 6269 (Certificate of Title Volume 1213, Folio 137)	140 0 0 (approx.)
11	George Mathew Thomas Oliver, Erle Rockley Oliver and Ian Trevor Oliver	G. M. T., E. R. and I. T. Oliver	Portion of Melbourne Location 941 and being part of Lot 1 on Diagram 26682 (Certificate of Title Volume 1254, Folio 772)	80 0 0 (approx.)

Dated this 5th day of June, 1962.

F. PARRICK,
Secretary, Main Roads.

M.R.D. 619/61

Main Roads Act, 1930-1961 ; Public Works Act, 1902-1961

NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1961, that it is intended to take or resume, under section 17 (1) of that Act, the pieces or parcels of land described in the Schedule hereto, and being all in the Plantagenet and Elleker Districts, for the purpose of the following public work, namely, widening and deviating the Albany-Torbay Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2451, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Perth.

SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
1	Marjorie Shirley	M. Shirley	Portions of Plantagenet Locations 480 and 481 (Certificate of Title Volume 1190, Folio 226)	a. r. p. 1 1 10 (approx.)
2	Charles Allen	C. Allen	Portion of Plantagenet Location 494 (Certificate of Title Volume 1026, Folio 771)	0 1 38 (approx.)
3	Clarence Douglas Haig Philippon	C. D. H. Philippon	Portion of Plantagenet Location 495 (Certificate of Title Volume 1058, Folio 161)	0 0 30 (approx.)
4	Robert James Walker	R. J. Walker	Portion of Plantagenet Location 495 (Certificate of Title Volume 765, Folio 30)	0 0 3 (approx.)
5	Richard Allen	R. Allen	Portion of Plantagenet Location 525 and being part of Lot 1 on Plan 2890 (Certificate of Title Volume 1036, Folio 456)	0 1 25 (approx.)
6	Clifford Aubrey Roy Shirley	C. A. R. Shirley	Portion of Elleker Lot 15 (Certificate of Title Volume 329, Folio 170)	0 0 6 (approx.)

Dated this 5th day of June, 1962.

F. PARRICK,
Secretary, Main Roads.

M.R.D. 682/62

Main Roads Act, 1930-1961 ; Public Works Act, 1902-1961

NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1961, that it is intended to take or resume, under section 17 (1) of that Act, the pieces or parcels of land described in the Schedule hereto, and being all in the Swan District, for the purpose of the following public work, namely, widening Perth-Yanchep-Lancelin Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2839, which may be inspected at the Office of the Commissioner of Main Roads, Malcolm Street, Perth.

SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
1	Harold Arkel Richard Edwards	H. A. R. Edwards	Portion of Swan Location 5711 (Conditional Purchase Lease 347/12383)	a. r. p. 0 1 33 (approx.)
2	Colin Herbert Fewster	C. H. Fewster	Portion of Swan Location 5710 (Conditional Purchase Lease 347/12382)	0 2 24 (approx.)
3	Colin Herbert Fewster	C. H. Fewster	Portion of Swan Location 5708 (Conditional Purchase Lease 347/12380)	2 1 11 (approx.)
4	Charles Herbert Prince	C. H. Prince	Portion of Swan Location 5709 (Conditional Purchase Lease 347/12381)	2 1 6 (approx.)
5	Muriel Vellnagel and Frederick Robert Vellnagel	M. and F. R. Vellnagel	Portion of Swan Location 5703 (Conditional Purchase Lease 353/989)	1 1 17 (approx.)
6	Frederick Robert Vellnagel (Junior)	F. R. Vellnagel	Portion of Swan Location 5707 (Crown Lease 1182/60)	0 1 10 (approx.)

Dated this 5th day of June, 1962.

F. PARRICK,
Secretary, Main Roads.

Public Works Act, 1902-1961 ; Local Government Act, 1960

L. & S. 664/29 (R151)

NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1961, that it is intended to compulsorily acquire, on behalf of the Shire of Cuballing, under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto, and being in the Wickepin Agricultural Area, for Road Purposes, and that the said piece or parcel of land is marked off on Plan L.S., W.A. 1270, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Cuballing.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Claude Alexander Hewton	C. A. Hewton	Portion of Wickepin Agricultural Area Lot 156 (Certificate of Title Volume 554, Folio 56)	a. r. p. 1 0 35.7

Dated this 8th day of June, 1962.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 3752/52 (R135), 238/60 (R54), 288/54 (R145)

Public Works Act, 1902-1961 ; Local Government Act, 1960

NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1961, that it is intended to compulsorily acquire on behalf of the Shire of Augusta-Margaret River, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto and being all in the Sussex District for Road Purposes and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 1237, 1249 and 1259, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Augusta-Margaret River.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
The Roman Catholic Bishop of Bunbury	Roman Catholic Church	Portion of Margaret River Lot 34 (Certificate of Title Volume 1013, Folio 603)	a. r. p. 0 3 2.9
Desmond Stanislaw Ewing	D. S. Ewing	Portion of Augusta Suburban Lot D (Certificate of Title Volume 1129, Folio 114)	0 0 19.4
William Joseph Milligan	W. J. Milligan	Portion of Augusta Suburban Lot D and being part of Lot 6 on Diagram 10342 (Certificate of Title Volume 1093, Folio 824)	0 0 4.6
Millars' Timber and Trading Company Limited	Sloan Homes (W.A.) Ltd.	Portion of each of Augusta Suburban Lots K and L (Certificate of Title Volume 1050, Folio 328)	0 2 10.3
The Roman Catholic Bishop of Bunbury	The Roman Catholic Bishop of Bunbury	Portion of Augusta Suburban Lot M (Certificate of Title Volume 119, Folio 89)	0 0 4.2
Shire of Augusta-Margaret River	Shire of Augusta-Margaret River	Portion of Sussex Location 999 (Certificate of Title Volume 1140, Folio 573)	4 2 14
Shire of Augusta-Margaret River	Shire of Augusta-Margaret River	Portion of Sussex Location 999 and being part of Lot 39 on Plan 4838 (Certificate of Title Volume 909, Folio 110)	0 1 38.2
Shire of Augusta-Margaret River	Shire of Augusta-Margaret River	Portion of Sussex Location 999 and being part of Lot 40 on Plan 4838 (Certificate of Title Volume 1048, Folio 841)	0 3 16.4
Shire of Augusta-Margaret River	Shire of Augusta-Margaret River	Portion of Sussex Location 999 and being part of Lot 41 on Plan 4838 (Certificate of Title Volume 1116, Folio 699)	0 3 3.4
Norman Allan Lindsay Smith	N. A. L. Smith	Portion of Sussex Location 999 and being part of Lot 53 on Diagram 11548 (Certificate of Title Volume 1173, Folio 58)	0 3 26.9
Noel John Ireland	N. J. Ireland	Portion of Sussex Location 999 and being part of Lot 38 on Plan 4838 (Certificate of Title Volume 1077, Folio 397)	0 0 1.2

Dated this 8th day of June, 1962.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 1276/60 (R27)

Public Works Act, 1902-1961 ; Local Government Act, 1960

NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1961, that it is intended to compulsorily acquire, on behalf of the Shire of Melville, under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto, and being in the Swan District, for Road Purposes, and that the said piece or parcel of land is marked off on Plan L.S., W.A. 1264, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Melville.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Perth Subdivisions Proprietary Limited	Vacant	Portion of Swan Location 74 and being part of the land the subject of Plan 6007 (Certificate of Title Volume 1093, Folio 551)	a. r. p. 0 2 1

Dated this 8th day of June, 1962.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 1641/39 (R.209)

Public Works Act, 1902-1961 ; Local Government Act, 1960

NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1961, that it is intended to compulsorily acquire on behalf of the Shire of Katanning, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto and being all in the Kojonup District for Road Purposes and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 1301 and 1302, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Katanning.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
John Stanley Sutherland	J. S. Sutherland	Portion of Kojonup Location 1619 (Certificate of Title Volume 1256, Folio 827)	a. r. p. 0 2 27.9
Walter William Quartermaine	W. W. Quartermaine	Portion of Katanning Agricultural Area Lot 84 (Certificate of Title Volume 643, Folio 46)	1 1 33.9
Walter William Quartermaine	W. W. Quartermaine	Portion of Katanning Agricultural Area Lot 347 (Crown Lease 868/1933)	0 1 23.3

Dated this 8th day of June, 1962.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 2188/07 (R.53)

Public Works Act, 1902-1961 ; Local Government Act, 1960

NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1961, that it is intended to compulsorily acquire on behalf of the Shire of Geraldton-Greenough, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto and being all in the Victoria District for Road Purposes and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 1228 and 1229, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Geraldton-Greenough.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Howard Maxwell Royce and Lindsay Gordon Royce	L. G. Royce	Portion of each of Victoria Locations 2605 and 894 (Certificate of Title Volume 1136, Folio 311)	a. r. p. 0 3 36
Howard Maxwell Royce	H. M. Royce	Portion of Victoria Location G1 (Certificate of Title Volume 803, Folio 192)	0 0 5
Horace Criddle	N. Criddle	Portion of Victoria Location 2270 (Certificate of Title Volume 1036, Folio 794)	0 0 30.7

Dated this 8th day of June, 1962.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 2546/60 (R158); 629/15 (R187)

Public Works Act, 1902-1961; Local Government Act, 1960

NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1961; that it is intended to compulsorily acquire, on behalf of the Shire of Koorda, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto, and being all in the Ninghan and Avon Districts, for Road Purposes, and that the said pieces or parcels of land are marked off on Plans L.S., W.A. 1246 and 1265, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Koorda.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
The Perpetual Executors Trustees and Agency Company (W.A.) Limited, the Executor of the Will of Thomas Leslie Cecil Broad, deceased	F. & A. Storer	Portion of Ninghan Location 215 (Certificate of Title Volume 1078, Folio 728)	a. r. p. 5 0 36
	F. & A. Storer	Portion of Ninghan Location 793 (Crown Lease 83/1960)	9 3 34
The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, the Executor of the Will of Thomas Leslie Cecil Broad, deceased	I. MacTaggart	Portion of Avon Location 15056 (Certificate of Title Volume 1019, Folio 162)	1 0 0.9
Ian MacTaggart	J. B. Procter	Portion of Ninghan Location 2357 (Certificate of Title Volume 1061, Folio 709)	0 3 24.6
James Baxter Procter			

Dated this 8th day of June, 1962.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 70/60 (R173); 3053/59 (R188); 1227/60 (R144)

Public Works Act, 1902-1961; Local Government Act, 1960

NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1961, that it is intended to compulsorily acquire, on behalf of the Shire of Northampton, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto, and being all in the Victoria District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plans L.S., W.A. 1273, 1274, 1260, 1280 and 1281, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Northampton.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Allan Herbert Drage, Geoffrey Allan Drage and Charles William Noel Drage	A. H., G. A. and C. W. N. Drage	Portion of Victoria Location 5330 (Certificate of Title Volume 1107, Folio 246)	a. r. p. 1 0 1.8
Allan Herbert Drage, Geoffrey Allan Drage and Charles William Noel Drage	A. H., G. A. and C. W. N. Drage	Portion of Bowes Agricultural Area Lot 10 (Certificate of Title Volume 1002, Folio 393)	0 0 36.8
Frederick Robert Vellnagel (Senior) and Muriel Vellnagel	E. G. Skinner	Portions of each of Victoria Locations 54, 4651, 4652, 4653, 4942 and 4943 (Certificate of Title Volume 1220, Folio 351)	8 3 27.
Ernest Williams	E. Williams	Portion of each of Victoria Locations 2190, 2481, 2418 and 2339 (Certificate of Title Volume 1257, Folio 877)	1 1 32.3
The Roman Catholic Bishop of Geraldton	L. Jupp	Portion of Victoria Location 2336 (Certificate of Title Volume 1156, Folio 388)	0 0 21.6
Eusevius Drage	R. Magee	Portion of Victoria Location 2365 (Certificate of Title Volume 1039, Folio 520)	0 0 16.1
Roma Magee	R. Magee	Portion of Victoria Location 2647 (Certificate of Title Volume 1044, Folio 170)	0 3 33.7
Raymond Williams	R. Williams	Portion of Victoria Location 1788 (Certificate of Title Volume 1043, Folio 573)	4 1 0
Ernest Williams	E. Williams	Portion of Victoria Location 2521 (Certificate of Title Volume 678, Folio 55)	1 1 18.8

Dated this 8th day of June, 1962.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 9412/04 (R.177), 3181/93 (R.169)

Public Works Act, 1902-1961 ; Local Government Act, 1960

NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1961, that it is intended to compulsorily acquire on behalf of the Shire of Victoria Plains, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto and being all in the Melbourne District for Road Purposes and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 1253, 1254 and 1276, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Victoria Plains.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Cyril George Edmonds	C. G. Edmonds	Portion of Melbourne Location 1553 (Certificate of Title Volume 994, Folio 141)	a. r. p. 2 2 33
John Stuart Paterson	J. S. Paterson	Portion of Melbourne Location 2804 (Certificate of Title Volume 1161, Folio 619)	1 0 15.6
Alexander Allen Campbell	A. A. Campbell	Portion of Melbourne Location 1772 (Certificate of Title Volume 1009, Folio 881)	3 3 21
James McGill, Alice Mary McGill, James Francis McGill, Thomas Ian McGill and Donald Robert McGill	J. F. and R. McGill	Portion of Melbourne Location 3106 (Certificate of Title Volume 1162, Folio 200)	3 0 13
Richard James Thackray	R. J. Thackray	Portion of Melbourne Location 935 and being part of Lot M894 on Diagram 3184 (Certificate of Title Volume 1177, Folio 264)	0 3 23.6

Dated this 8th day of June, 1962.

F. C. SMITH,
Under Secretary for Lands.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 686777/62.

NOTICE is hereby given of the intention of the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the works hereinafter described by virtue of the powers contained under the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1960.

Description of Proposed Works.

Metropolitan Sewerage.

Rivervale District.

Rivervale Main Sewer—Fourth Section.

A 30-inch diameter reinforced concrete pipe sewer with manholes and all other apparatus connected therewith.

The Localities in which the Proposed Works will be Constructed.

Portion of Belmont Shire Council between Brighton Road and St. John of God Hospital and between the Swan River and the Great Eastern Highway, as described hereunder and as shown on Plan M.W.S.S. & D.D., W.A. No. 8719.

The Purposes for which the Proposed Works are to be Constructed.

For the disposal of sewage.

Route of Proposed Works.

Commencing at existing Manhole No. 61, situated in Brighton Road near its east boundary and approximately 165 feet north of the northern boundary of Riversdale Road, and proceeding in an easterly direction across Brighton Road to and through lot 24, Brighton Road, lots 16-1 inclusive, Great

Eastern Highway, to a point near the east boundary of lot 1, Great Eastern Highway, and approximately 280 feet from the north boundary of the Great Eastern Highway; thence south easterly through the said lot 1, Great Eastern Highway, parallel to and 17 feet from its eastern boundary, to a point in the Great Eastern Highway near its northern boundary and opposite the prolongation of the west boundary of Acton Avenue, as shown on Plan M.W.S.S. & D.D., W.A. No. 8719.

The Times when and Place at which Plans, Sections and Specifications may be Inspected.

At the office of the Minister for Water Supply, Sewerage and Drainage, St. George's Place, Perth, for one month on and after the 8th day of June, 1962, between the hours of 10 a.m. and 3.30 p.m.

(Sgd.) DAVID BRAND,
Acting Minister for Water Supply,
Sewerage and Drainage.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

878091/60.

NOTICE is hereby given in pursuance of section 96 of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1960, that water mains have been laid in the undermentioned streets in the districts indicated:—

City of Fremantle.

9118/60—Shepherd Street, from Carr Street to Morris Street—southerly.

9146/60—Sea View Street, from Martha Street to lot 4—southerly. Martha Street, from Sea View Street to lot 9—easterly.

City of Perth.

860360/62—Glengariff Drive, from Benwee Road to lot 1677—south-easterly.

City of South Perth.

864131/62—Roebuck Drive, from lot 1 to Edgewater Road—westerly. Edgewater Road, from Roebuck Drive to lot 97—southerly.

864132/62—Success Crescent, from lot 48 to lot 45—easterly.

Shire of Bayswater.

856587/62—Rugby Street, from lot 8 to lot 6—southerly.

856753/62—Coode Street, from lot 13 to lot 12—north-westerly.

Shire of Canning.

9177/60—Passmore Street, from Wilbur Street to lot 32—northerly and westerly.

869384/62—Passmore Street, from lot 32 to lot 30—westerly.

Shire of Gosnells.

860851/62—Eudoria Street, from Bert Street to Wade Street—north-westerly. Wade Street, from Eudoria Street to lot 26—south-westerly.

Shire of Perth.

9227/60—Sulman Road, from lot 881 to lot 883—easterly.

859707/62—Morden Street, from Camden Street to lot 15—southerly.

859716/62—Morden Street, from lot 15 to lot 19—southerly.

862492/62—Lawrence Street, from lot 107 to lot 109—easterly.

873319/62—Shand Street, from Greenacre Street to Booker Street—south-westerly. Booker Street, from Cowie Place to lot 204—south-easterly. Cowie Place, from Booker Street to The Grand Promenade—south-westerly. The Grand Promenade, from Cowie Place to lot 202—south-easterly.

873325/62—Kensington Avenue, from Light Street to lot 73—south-easterly.

873329/62—Valentine Avenue, from lot 74 to lot 73—north-westerly.

872827/62—Winchelsea Road, from Lewes Road to Ravenswood Drive—northerly. Ravenswood Drive, from Flinders Street to Winchelsea Road—easterly. Horsham Way, from Ravenswood Drive to Winchelsea Road—southerly and easterly. Chichester Way, from Winchelsea Road to Winchelsea Road—westerly, southerly and easterly.

Shire of Swan-Guildford.

865115/62—Roger Street, from lot 55 to lot 56—easterly.

And the Minister for Water Supply, Sewerage and Drainage is, subject to the provisions of the Act, prepared to supply water from such mains to land within rateable distance thereof.

Dated this 8th day of June, 1962.

B. J. CLARKSON,
Under Secretary.

after described, by virtue of the powers contained under the provisions of the Country Towns Sewerage Act, 1948-1956.

Country Towns Sewerage Act, 1948-1956.

Albany—Reticulation Area No. 16.

Description of Proposed Works.

Six-inch and four-inch diameter reticulation pipe sewers with manholes and all other apparatus connected therewith.

The Locality in which the Proposed Works will be Constructed.

Portion of the Town of Albany between Cockburn Road and Nelson Street to the north; Middleton Road and Beauchamp Street to the south; Seymour Street to the east, and Symers Street to the west, as shown on Plan P.W.D., W.A. No. 39574, Drawing 1, Sheet 1.

The Purpose for which the Proposed Works are to be Constructed and the Parts of the Area Intended to be Sewered.

(a) For the disposal of sewage and to connect premises to the main sewer.

(b) Commencing at the intersection of Cockburn Road and Symers Street and proceeding east along the centre of Cockburn Road to a point opposite the eastern boundary of lot 317, Cockburn Road; thence south along the said eastern boundary to the south-west corner of lot 318, Cockburn Road; thence east along the southern boundaries of lots 318 to 326 inclusive to the centre of Bluff Street; thence north along the centre of Bluff Street to the centre of Nelson Street; thence east along the centre of Nelson Street to a point opposite the eastern boundary of lot 17, Nelson Street; thence south along the eastern boundaries of lots 17 to 26 inclusive to the centre of Beauchamp Street; thence west along the centre of Beauchamp Street to a point opposite the eastern boundary of lot 99, Bluff Street; thence south along the eastern boundaries of lots 99 and 100 to the south-eastern corner of lot 100; thence west along the southern boundary of lot 100 to the north-eastern corner of lot 115, Bluff Street; thence south along the eastern boundary of lot 115 to the south-eastern corner of the said lot; thence west along the southern boundary of lot 115 to the centre of Bluff Street; thence south along the centre of Bluff Street to the centre of Middleton Road; thence west along the centre of Middleton Road to the centre of Campbell Road; thence north along the centre of Campbell Road to a point opposite the southern boundary of lot 316, Cockburn Road; thence west along the southern boundaries of lots 316 to 542 inclusive to the centre of Symers Street; thence north along the centre of Symers Street to the point of commencement as shown shaded on Plan P.W.D., W.A. No. 39574, Drawing 1, Sheet I.

The Times when at Places at which Plans, Sections and Specifications may be Inspected.

At the office of the Minister for Water Supply, Sewerage and Drainage, The Barracks, St. George's Place, Perth, and the office of the Town Clerk, Albany, for one month on and after the 11th day of June, 1962, between the hours of 10 a.m. and 3.30 p.m.

Dated 3rd June, 1962.

(Sgd.) G. P. WILD,
Minister for Water Supply,
Sewerage and Drainage.

COUNTRY TOWNS SEWERAGE ACT, 1948-1956.
P.W.W.S. 430/62.

NOTICE is hereby given of the intention of the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the works herein-

LOCAL GOVERNMENT ACT, 1960.

Municipal Elections.

Department of Local Government,
Perth, 11th June, 1962.

IT is hereby notified for general information, in accordance with section 129 of the Local Government Act, 1960, that the following gentlemen have been elected members of the undermentioned Municipalities to fill the vacancies shown in the particulars hereunder:—

Date of Election; Member Elected: Surname, Christian Name; Ward; Occupation; How vacancy occurred: (a) Effluxion of time. (b) Resignation. (c) Death; Name of Previous Member; Remarks.

Town of Claremont.

- 26/5/62; Nicholas, Trevor Wilkie; East; Accountant; (a); T. W. Nicholas; unopposed.
26/5/62; Maclagan, George Colin Remington; West; Manager; (a); G. C. R. Maclagan; unopposed.
26/5/62; Jones, Warwick Reece; South; Company Executive; (a); M. Knott.
26/5/62; Crooks, Albert William; Mayor; Public Accountant; (a); A. W. Crooks; unopposed.

Town of York.

- 26/5/62; Prunster, Sylvester Joseph; East; Plumber; (a); S. J. Prunster; unopposed.
26/5/62; Fairhead, Frederick James Vernon; North; Retired; (a); F. J. V. Fairhead; unopposed.
26/5/62; Ashbolt, Frederick; South; Retired; (a); F. Ashbolt.
26/5/62; Glass, Phillip Maurice Aldworth; Mayor; Storekeeper; (a); P. M. A. Glass; unopposed.

Shire of Augusta-Margaret River.

- 26/5/62; Ironmonger, Charles Henry; Karridale; Farmer; (a); B. F. Holman.
26/5/62; Smith, Colin Stewart; Rapids; Farmer; (a); C. S. Smith; unopposed.
26/5/62; Wankey, Milton Eric; Augusta Town; Storekeeper; (a); E. H. Lilly; unopposed.

Shire of Bassendean.

- 26/5/62; Osborn, Edwin John; North; School Teacher; (a); G. P. C. Gamble.
26/5/62; Berry, Noel Victor; West; Leadburner; (a); R. A. McDonald.
26/5/62; Wicks, Ernest; East; Accountant; (a); C. M. Coote; unopposed.

Shire of Beverley.

- 26/5/62; Edwards, Athol William Thomas; Kokeby; Farmer; (a); A. W. T. Edwards; unopposed.
26/5/62; Sims, Oliver Oswald; North-East; Farmer; (a); O. O. Sims; unopposed.
26/5/62; Murray, Stanley Alfred; Dale; Farmer; (a); C. R. Abbey.

Shire of Brookton.

- 26/5/62; Benzie, Harry; East; Farmer; (a); J. D. McCooke.
26/5/62; Whittington, Frank; Central; Contractor; (a); F. Whittington.
26/5/62; Evans, Allan Wallace; West; Farmer; (a); A. W. Evans; unopposed.

Shire of Chittering.

- 26/5/62; Stephens, Eric John; Bindoon; Farmer; (a); E. J. Stephens; unopposed.
26/5/62; Blizard, Allan; Bindoon; Farmer; (a); A. Blizard; unopposed.
26/5/62; Murphy, Thomas Keith; Chittering; Orchardist; (a); T. K. Murphy; unopposed.

Shire of Mandurah.

- 26/5/62; Scott, Neil Edward; Town; Transport Proprietor; (a); N. E. Scott; unopposed.
26/5/62; Sutton, Henry James; Coastal; Farmer; (a); H. J. Sutton.

Shire of Moora.

- 26/5/62; Tierney, Lindsay Vincent; South-East; Farmer; (a); L. V. Tierney; unopposed.
26/5/62; Seymour, Stanley Gilbert; North-East; Farmer; (a); S. G. Seymour; unopposed.
26/5/62; Phillips, Ronald Eric; Central; Business Manager; (a); J. B. McHenry.
26/5/62; Scott, Hiram Nelson; North; Farmer; (a); O. A. Sutherland.

Shire of Nungarin.

- 26/5/62; Jolly, Richard Henry; Mangowine; Farmer; (a); R. H. Jolly; unopposed.
26/5/62; Waterhouse, Herbert Saville; Central; Agent; (a); H. S. Waterhouse; unopposed.

Shire of Perth.

- 26/5/62; Reilly, Ernest James Richard; Inglewood; Hotel Proprietor; (b); H. Brown; unopposed.
26/5/62; Starke, Manuel; Lawley; Medical Practitioner; (a); M. Starke; unopposed.
26/5/62; Robinson, Herbert Richard; Maylands; Theatre and Business Manager; (a); H. R. Robinson.
26/5/62; Guelfi, Richard Sebastian; Osborne; Farmer; (a); F. G. Randall.
26/5/62; Griffiths, William Murphy; Scarborough; Lecturer and Chemist; (a); E. A. Fryer.
*26/5/62; Rigg, Alfred John; Maylands; Merchant; (b); P. L. McWhinney.

Shire of Victoria Plains.

- 26/5/62; Milner, James Davis; East; Farmer; (a); Milner, J. D.; unopposed.
26/5/62; Young, Francis Donald; South; Farmer; (a); F. D. Young; unopposed.
26/5/62; Kelly, Bernard Patrick; West; Farmer; (a); B. P. Kelly.

Shire of Wanneroo.

- 26/5/62; Smith, Joseph Worley; North; Estate Agent; (a); Smith, J. W.
26/5/62; Crisafulli, Edwin; Central; Garage Proprietor; (a); Crisafulli, E.
26/5/62; Crisafulli, John Micheal; South; Market Gardener; (a); Crisafulli, J. M.
26/5/62; Martin, Neil Harrison; South-West; Sales Representative; (a); Martin, N. H.

Shire of Wyalkatchem.

- 26/5/62; McLean, Alan Robert; Wallambin; Farmer; (a); McLean, A. R.; unopposed.
26/5/62; Metcalf, Ellis Alfred; Wyalkatchem; Farmer; (a); Metcalf, E. A.; unopposed.
26/5/62; Davies, Lloyd Stanley Owen; Korrolocking; Farmer; (a); Davies, L. S. O.; unopposed.

Shire of Yilgarn.

- 26/5/62; Parker, Hector Austin; North; Farmer; (a); Parker, H. A.; unopposed.
26/5/62; Harvey, William; South; Farmer; (a); Harvey, W.; unopposed.
26/5/62; Temby, Joseph Norman; West; Farmer; (a); Temby, J. N.; unopposed.

Shire of York.

- 26/5/62; Davies, Laurie Theoffler; West; Farmer; (a); Davies, L. T.; unopposed.
26/5/62; Marwick, Maxwell Warren; East; Farmer; (a); Jenkinson, H. L.

(* Denotes extraordinary election.)

A. E. WHITE,
Secretary for Local Government.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD

Tenders for Government Supplies

Date of Advertising	Schedule No.	Supplies Required	Date of Closing
1962			1962
May 25	412A, 1962	Police Uniforms for 1962-63	June 14
May 25	413A, 1962	Automatic Setting Type Level	June 14
June 1	417A, 1962	Agricultural Type Tractors and Equipment	June 14
June 1	421A, 1962	Portable Steel-framed Huts, 1/7/62 to 30/6/63	June 14
June 1	428A, 1962	Aggregate Receiving Bin and Pneumatic-tyred 3 ton Trailer	June 14
June 1	431A, 1962	Heavy Duty Road Graders	June 14
June 1	416A, 1962	Exhaust Fan Unit for State Engineering Works	June 21
June 1	418A, 1962	Steel Pipes and Steel Pipe Special for Dredge "Stirling"	June 21
June 1	420A, 1962	Shot Blasting Machine and Dust Extraction Plant to the State Engineering Works	June 21
June 1	424A, 1962	Electric Wire Rope Hoist	June 21
June 1	427A, 1962	150 gallon Calorifier to Sunset Old Mens' Home	June 21
May 25	404A, 1962	Steel Boiler Tubes	June 28
June 1	425A, 1962†	Oil Circuit Breakers (12 x 22 KV, 250 M.V.A.)	June 28
June 1	426A, 1962*†	Mutton Stockinette	June 28
May 4	343A, 1962	Time Standard Equipment and Printing Chronograph for Perth Observatory	Ext. to July 12
June 1	430A, 1962*†	Self Lock Seals	July 12
June 1	419A, 1962	24 in. Regulating Valve and 24 in. Sluice Valve for Logue Brook Dam	July 26

* Documents available from Agent General for W.A., 115 The Strand, London, W.C. 2.

† Documents available for inspection only at W.A. Government Liaison Offices, Melbourne and Sydney.

Addresses—Liaison Offices—

W.A. Government Liaison Office,
No. 10 Royal Arcade, Melbourne, Cl.

C/o The Manager,
W.A. Government Tourist Bureau,
22 Martin Place, Sydney.
Agent General for W.A.—
115 The Strand, London, W.C. 2

For Sale by Tender

Date of Advertising	Schedule No.	For Sale	Date of Closing
1962			1962
May 25	411A, 1962	Caterpillar D6 Dozer ex P.W.S. Workshops, East Perth	June 14
June 1	422A, 1962	Miscellaneous Secondhand Materials	June 14
June 1	429A, 1962	Secondhand Motor Cycles	June 14
June 8	432A, 1962	Leyland Comet Diesel Truck, Dual Wheel, with All-steel Hydraulic Tipping Body (WAG 3811)	June 21
June 8	433A, 1962	1960 Ford Zephyr Station Sedan (WAG 6026)	June 21
June 8	435A, 1962	Secondhand Electrical Equipment (Motors, Switches, Polishers and Pump)	June 21
June 8	436A, 1962	Wreck of 1955 Dodge 3 ton Truck (WAG 3613)	June 21
June 8	437A, 1962	Hough Hydraulic Front End Loader (MRD 421)	June 21
June 8	440A, 1962	Tar Kettle on 4-wheel Trailer (PW 15)	June 21
June 8	442A, 1962	40 ft. Launch "Myrtle"	June 21
June 1	423A, 1962	Consolidated Pneumatic Model No. 60 Air Compressor ex Mining Registrar's Office, Mt. Magnet	June 28
June 8	434A, 1962	Land Rover Model 107 Utility at Police Station, Derby	June 28
June 8	438A, 1962	Caterpillar Steelweld No. 12 Road Grader at Main Roads Depot, 3 mile, Wyndham	June 28
June 8	439A, 1962	1957 Ford Mainline Utility (WAG 4563) at Main Roads Depot, Port Hedland	June 28
June 8	441A, 1962	1958 Landrover Utility at Main Roads Depot, Derby	June 28

Tenders addressed to the Chairman, Government Tender Board, 74 Murray Street, Perth, will be received for the above-mentioned supplies until 10 a.m. on the dates of closing.

Tenders must be properly indorsed on envelopes otherwise they are liable to rejection.

Tender forms and full particulars may be obtained on application at the Tender Board Office, 74 Murray Street, Perth.

No Tender necessarily accepted.

8th June, 1962.

A. H. TELFER,
Chairman, Tender Board.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—*continued.**Accepted Tenders*

Schedule No.	Contractor	Particulars	Department Concerned	Rate
278A, 1962	....	Supply of Workshop Equipment to Bentley High School, as follows :—	Public Works	
	Hugh W. Brown & Co.	Item 1 .....	....	£115 each
		Item 3 .....	....	£13 19s. 6d. each
	McPhersons Ltd.	Item 4 .....	....	£219
107	....	Item 2—All tenders declined		
	....	Supply of Jams, Condiment and Honey during period 1/7/62 to 30/6/63	Various	At rates tendered
244A, 1962	Warman Equipment (W.A.) Pty. Ltd.	Supply of Sludge Scraper	Public Works	£2,632 8s. 6d.
252A, 1962	Chamberlain Industries Ltd.	Supply of Chamberlain Agricultural Tractor	Agriculture	£1,690 5s.
304A, 1962	C.I.G. (W.A.) Pty. Ltd.	Supply of Industrial and Medical Gases during period 1/7/62 to 30/6/63	Various	At rates tendered
305A, 1962	do. do.	Recharging of Cylinders with Acetylene Gas during period 1/7/62 to 30/6/63	do.	do.
245A, 1962	Atkins (W.A.) Ltd.	Supply of Trailer Mounted Pumping Plant	Public Works	£843
37A, 1962	....	Supply of Steel Boiler Tubes. Tenders recalled on 404A, 1962	W.A.G.R.	All tenders declined
163A, 1962	D. Guthrie	Purchase and Removal of Allis Chalmers Bulldozer P.S.4, Serial No. W9490, Eng. No. 4A4884	do.	£850
163A, 1962	Lange & Amies	Purchase and Removal of Allis Chalmers Bulldozer P.S. 5, Serial No. W9492, Eng. No. 4A4781	do.	£850
995A, 1962	....	Supply of Detergents during period 1/6/62 to 31/3/63	Various	At rates tendered
110A, 1962	Sixteen Millimetre (Aust.) Pty. Ltd.	Supply of Sound Projectors during period 1/6/62 to 31/3/63, as follows :—	do.	
		Item 1 (a) less Speaker but complete with Accessories, Model 641	....	£258 17s. 2d. each
		Item 1 (b) complete with Speaker and Accessories, Model 636	....	£202 17s. 2d. each
312A, 1962	Attwood Motors Pty. Ltd.	Supply of 2 and 3 ton Trucks, as follows : Item 1 (a)	M.W.S.	£1,349 each
		Item 2 (a) .....	....	£1,463 each
355A, 1962	....	Supply of Chairs for Parliament House, as follows :—	Public Works	
	D. Cornish	Item 1 .....	....	£2102 11s.
	Boans Ltd.	Item 2 .....	....	£808 5s. 6d.
		Item 3 .....	....	£1,365
326A, 1962	E. Lilley	Supply of Sill, Piles, Stringers and Corbels, as follows :—	Main Roads	
		Item 1 .....	....	6s. 3d. per lin. ft.
		Item 2 (a) .....	....	6s. per lin. ft.
		(b) .....	....	6s. 3d. per lin. ft.
		(c) .....	....	6s. 6d. per lin. ft.
		(d) .....	....	6s. 9d. per lin. ft.
		(e) .....	....	7s. per lin. ft.
		Item 3 .....	....	9s. 11d. per lin. ft.
		Item 4 .....	....	6s. 1d. per lin. ft.
314A, 1962	C.A. Industries	Supply and Erection of Fence, Mill Street Drain	M.W.S.	£1,199 10s.
375A, 1962	Wesfarmers Kleenheat Gas Pty. Ltd.	Supply of Kitchen Equipment to Point Peron Education Department Camp School, as follows :—	Public Works	
		Item 1 .....	....	£357 10s.
		Item 2 .....	....	£406 12s.
308A, 1962	George Moss Pty. Ltd.	Supply of Sewage Pumping Machinery for Cottesloe Pumping Station No. 5, as follows :—	M.W.S.	
		Item 1 .....	....	£409 5s.
		Item 2 .....	....	£73 6s. 10d.
		Item 5 .....	....	£11 per set
270A, 1962	Carnation Co. Pty. Ltd.	Supply of Evaporated Unsweetened Milk for Schools during period 1/7/62 to 30/6/63	Education	£2 9s. 6d. per carton
344A, 1962	South Fremantle Engineering Works	Supply of Water Tanks for North-West, as follows :—	Main Roads	
		Item 1 .....	....	£200 each
		Item 2 .....	....	£220 each
339A, 1962	....	Purchase and Removal of Motor Cycles, as follows :—	Police	
	Mortlock Bros.	Item 1 .....	....	£71
		Item 2 .....	....	£81
		Items 6, 7 and 8 .....	....	£71 each
		Item 9 .....	....	£91
		Item 10 .....	....	£78
	D. Hearle	Item 3 .....	....	£95
	W. E. Wright	Item 4 .....	....	£90
	R. H. McCullough	Item 5 .....	....	£62 8s.
338A, 1962	W. E. Dye	Purchase and Removal of Ford V8 Utility (WAG 3341), Eng. No. ARE7348	Public Works	£158

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

Accepted Tenders—continued.

Schedule No.	Contractor	Particulars	Department Concerned	Rate
337A, 1962	T. Burt & Co.	Purchase and Removal of Ford Zephyr Utility (WAG 5299), Eng. No. 206E/151698	do.	£207 10s.
336A, 1962	W. E. Dye	Purchase and Removal of Ford Mainline Utility (WAG 5056), Eng. No. AWQ1253, with long range tanks	do.	£307
335A, 1962	do.	Purchase and Removal of International AR110 Utility (WAG 3127), Eng. No. ASD-220/7681	do.	£162
342A, 1962	F. H. Brown	Purchase of Two-Horse Float	Police	£62
371A, 1962	J. Krasnostein & Co. Pty. Ltd.	Purchase and Removal of Scrap Batteries, as follows :—	Govt. Stores	
		Item 1		£15 0s. 6d.
		Item 2		£6 13s. 3d.
		Item 3		£2 11s. 6d.
		Item 4		15s. 3d.
315A, 1962	Western Oil Refineries Co. Pty. Ltd.	Purchase and Removal of Used Oil during period 1/7/62 to 30/6/63	M.W.S.	6d. per gal.
324A, 1962	Western Trading Co.	Purchase and Removal of Coventry Climax Trailer-mounted Pumping Plant (MRD 410)	Public Works	£27 10s.
318A, 1962	do. do.	Purchase and Removal of International Hydraulic Trott Front End Loader (MRD 570), Serial No. BD/264/13387	do.	£833
<i>Addition</i>				
417A, 1960	Mephan Ferguson Pty. Ltd.	Supply of Steel Pipes, 7 in. ex. dia., as follows :—		
		Item 1—1,260 lin. ft.		10s. 2d. per lin. ft.
		Item 4—1,260 lin. ft.		1s. 6d. per lin. ft.
		Item 7—1,260 lin. ft.		3s. 5d. per lin. ft.
345A, 1961	do. do.	Supply of Steel Pipes, 5½ in. out. dia., as follows :—		
		Item 3—570 lin. ft.		9s. 7d. per lin. ft.
		Item 12—570 lin. ft.		2s. 9½d. per lin. ft.
		Item 18—570 lin. ft.		1s. 2d. per lin. ft.
<i>Amendment</i>				
96A, 1962	Cyclone Co. of Aust. Ltd.	Supply and Erection of Fence, as follows :—		
		5,698 ft. of 4 ft. Fence		£427 2s.
		3 pairs of 3 ft. 6 in. Double Gates		£32
		720 ft. of 6 ft. Fence		£342

PLANT DISEASES ACT, 1914-1960.

South Suburban Fruit Fly Baiting Scheme Committee.

Department of Agriculture,
Perth, 28th May, 1962.

IT is hereby notified for general information that the Hon. Minister for Agriculture has approved of the appointment of Mr. John Norman Roberts as a member of the South Suburban Fruit Fly Baiting Scheme Committee to fill the vacancy created by the resignation of Mr. J. R. McCormack.

T. C. DUNNE,
Director of Agriculture.

REGISTRATION OF MINISTERS.

(Pursuant to Part III of the Registration of Births, Deaths, and Marriages Act, 1894-1956.)

Registrar General's Office,
Perth, 6th June, 1962.

Appointment.

IT is hereby published for general information that the undermentioned minister has been duly registered in this office for the Celebration of Marriages throughout the State of Western Australia:—

R.G. No.; Date; Name; Address of Residence;
Registry District.

Churches of Christ in W.A. (Inc.).

2048/62; 5/6/62; Mr. Desmond Keith Crcot; 1 Pangbourne Street, Wembley; Perth.

Cancellations.

IT is hereby published for general information that the names of the undermentioned ministers have been duly removed from the register in this office of ministers registered for the Celebration of Marriages throughout the State of Western Australia:—

R.G. No.; Date; Name; Address of Residence;
Registry District.

Roman Catholic.

2119/56; 30/5/62; Rev. Denis Joseph Lenihan, P.P.; Catholic Presbytery, Chidlow; Swan.

2025/56; 30/5/62; Rev. Thomas Gregory Maloney, S.M.; The Presbytery, 11 Hehir Street, Belmont; Perth.

2010/60; 30/5/62; Very Rev. John Rolland Boylen, S.J.; St. Thomas More College, Crawley; Perth.

E. J. BROWNFIELD,
Registrar General.

MINING ACT, 1904.

(Regulation 180.)

Warden's Office,
Southern Cross, 3rd May, 1962.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the undermentioned Mining Tenements, in accordance with regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered

holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) A. E. KAY,
Warden.

To be heard at the Warden's Court, Southern Cross, on Wednesday, the 11th day of July, 1962.

No. of Area; Name of Registered Holder; Address;
Reason for Resumption.

YILGARN GOLDFIELD.

Business Area.

127—The Kalgoorlie Brewing Co. Ltd.; Brookman Street, Kalgoorlie; non-payment of rent; no Miner's Right.

Residence Areas.

1120—Bell, Edward James; Marvel Loch; no Miner's Right.

1129—Humphreys, Russell Barton; Bullfinch; no Miner's Right.

1130—Otway, John Percival; Marvel Loch; no Miner's Right.

Mineral Claim.

68—Read, John Edmund; Neil, Leslie Robert; Fletcher, Rodney Fewtrell; and Fitzgerald, Edward James; c/o. J. E. Read, Post Office, Merredin; non-payment of rent.

Garden Areas.

39—Corey, William John; Bullfinch; non-payment of rent.

42—Paini, Enrico; Bullfinch; no Miner's Right.

43—Turner, Henry John; Yellowdine; non-payment of rent and no Miner's Right.

50—Carozzi, Giovanni; Yellowdine; non-payment of rent.

Machinery Area.

44—Harper, Samuel Arthur; and Harper, Joseph Ernest; Bullfinch; non-payment of rent and no Miner's Right.

MINING ACT, 1904.

(Regulation 180.)

Warden's Office,
Marble Bar, 7th May, 1962.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the undermentioned Mining Tenements, in accordance with regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) N. J. MALLEY,
Warden.

To be heard at the Warden's Court, Marble Bar, on Tuesday, the 17th day of July, 1962.

No. of Area; Name of Registered Holder; Address;
Reason for Resumption.

PILBARA GOLDFIELD.

Marble Bar District.

Dredging Claims.

14—Hansen, Hagbarth; 2 Thirlmere Road, Mt. Lawley; non-payment of rent and no Miner's Right.

16—Hansen, Hagbarth; 2 Thirlmere Road, Mt. Lawley; non-payment of rent and no Miner's Right.

19—Hansen, Hagbarth; 2 Thirlmere Road, Mt. Lawley; non-payment of rent and no Miner's Right.

22—Hansen, Hagbarth; 2 Thirlmere Road, Mt. Lawley; non-payment of rent and no Miner's Right.

37—Hansen, Hagbarth; 2 Thirlmere Road, Mt. Lawley; non-payment of rent and no Miner's Right.

45—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

46—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

47—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

48—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

49—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

50—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

97—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

98—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

106—Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

119—Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

128—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

129—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

130—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

145—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

146—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

151—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

152—Kelly, Thomas Romald, and Kelly, Francis Joseph; Marble Bar; non-payment of rent and no Miner's Right.

153—Kelly, Thomas Romald; and Kelly, Francis Joseph; Marble Bar; non-payment of rent and no Miner's Right.

157—Scott, Walter Purdom; Scott, Malcolm Fox; Hawkins, Henry Albert Osborne; Fletcher, Paul Rodney; West Coast Holdings Ltd.; and Grayden, William Leonard; c/o Lindquist and Stacy, 44 St. George's Terrace, Perth; non-payment of rent and no Miner's Right.

159—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

160—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

161—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

162—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

170—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

172—Russell, Harold Herbert; Marble Bar; non-payment of rent.

173—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.

- 174—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 175—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 176—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 177—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 178—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 179—Campbell, Francis Andrew; c/o. 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 180—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 192—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 193—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 194—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 195—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 196—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 197—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 198—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 201—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 205—Hansen, Hagbarth; 2 Thirlmere Road, Mt. Lawley; non-payment of rent and no Miner's Right.
- 206—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 207—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 208—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 209—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 210—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 213—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 214—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 217—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 219—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 220—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 221—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 222—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 224—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 225—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 228—Leonard, Hector Victor; Marble Bar; non-payment of rent.
- 229—Leonard, Hector Victor; Marble Bar; non-payment of rent.
- 231—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 233—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 234—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 235—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 236—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 244—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 245—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 246—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 247—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 248—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 249—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 250—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 251—Johnston, John Albert; Shaw River; non-payment of rent.
- 253—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 254—Johnston, John Albert; Shaw River; non-payment of rent.
- 257—Brownfield, Peter Reginald; c/o. P. Johnston, Shaw River; non-payment of rent and no Miner's Right.
- 258—Brownfield, Peter Reginald; c/o. P. Johnston, Shaw River; non-payment of rent and no Miner's Right.
- 259—Johnston, John Albert; Shaw River; non-payment of rent.
- 260—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent.
- 261—Johnston, John Albert; Shaw River; non-payment of rent.
- 262—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 263—Piesse, Henry Cecil; Saddleberg, Raymond; Mallett, George Hilary; and Billing, Alec James; c/o. G. H. Mallett, Marble Bar; non-payment of rent and no Miner's Right.
- 264—Piesse, Henry Cecil; Saddleberg, Raymond; Mallett, George Hilary; and Billing, Alec James; c/o. G. H. Mallett, Marble Bar; non-payment of rent and no Miner's Right.
- 265—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 266—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 267—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 268—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 269—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 270—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 271—Saddleberg, Raymond; Mallett, George Hilary; Billing, Alec James; and Piesse, Henry Cecil; c/o. G. H. Mallett, Marble Bar; non-payment of rent and no Miner's Right.
- 272—Saddleberg, Raymond; Mallett, George Hilary; Billing, Alec James; and Piesse, Henry Cecil; c/o. G. H. Mallett, Marble Bar; non-payment of rent and no Miner's Right.
- 274—Scott, Walter Purdom; c/o. Lindquist & Stacy, 44 St. George's Terrace, Perth; non-payment of rent and no Miner's Right.

Mineral Claims.

- 189—Goodman, Anita; and Hopkins, Colin Edward; c/o. 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 209—Witty, John Malcolm; Port Hedland; non-payment of rent and no Miner's Right.
- 212—Goodman, Anita; and Hopkins, Colin Edward; c/o. 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 235—Goodman, Anita; and Hopkins, Colin Edward; c/o. 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.

- 260—Scott, Malcolm Fox; Scott, Walter Purdom; Fletcher, Paul Rodney; Grayden, William Leonard; West Coast Holdings Ltd.; and Hawkins, Henry Albert Osborne; c/o Lindquist & Stacy, 44 St. George's Terrace, Perth; non-payment of rent and no Miner's Right.
- 313—Richardson, Edwin Angus; Port Hedland; non-payment of rent and no Miner's Right.
- 340—Sherlock, Reginald Dudley; and Parker, Jack; Abydos, via Port Hedland; non-payment of rent and no Miner's Right.
- 343—Sherlock, Reginald Dudley; and Parker, Jack; Abydos, via Port Hedland; non-payment of rent and no Miner's Right.
- 377—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 383—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 384—Miller, Leslie Melbourne; Marble Bar; non-payment of rent and no Miner's Right.
- 397—Kelly, Francis Joseph; and Kelly, Thomas Ronald; Marble Bar; non-payment of rent and no Miner's Right.
- 402—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 408—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 409—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 410—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 448—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 449—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 465—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 466—Wright Prospecting Pty. Ltd.; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 468—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 490—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 491—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 492—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 493—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 494—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 495—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 496—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 510—Warman, Charles Harold; and Hilditch, Athol Stanley; Kalgoorlie; non-payment of rent and no Miner's Right.
- 511—Warman, Charles Harold; and Hilditch, Athol Stanley; Kalgoorlie; non-payment of rent and no Miner's Right.
- 512—Pindan Pty. Ltd.; Port Hedland; non-payment of rent.
- 520—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 527—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 579—Pindan Pty. Ltd.; Port Hedland; non-payment of rent.
- 587—Stubbs, Stuart Henry; Marble Bar; non-payment of rent and no Miner's Right.
- 588—Stubbs, Stuart Henry; Marble Bar; non-payment of rent and no Miner's Right.
- 589—Stubbs, Stuart Henry; Marble Bar; non-payment of rent and no Miner's Right.
- 592—Stubbs, Stuart Henry; Marble Bar; non-payment of rent and no Miner's Right.
- 593—Pindan Pty. Ltd.; Port Hedland; non-payment of rent.
- 595—Fland, Banjo; Marble Bar; non-payment of rent and no Miner's Right.
- 596—Mitchee, Mitchell; Marble Bar; non-payment of rent and no Miner's Right.
- 603—Hilditch, Athol Stanley; and Warman, Charles Harold; Kalgoorlie; non-payment of rent and no Miner's Right.
- 604—Hilditch, Athol Stanley; and Warman, Charles Harold; Kalgoorlie; non-payment of rent and no Miner's Right.
- 617—Stubbs, Stuart Henry; Marble Bar; non-payment of rent and no Miner's Right.
- 618—Stubbs, Stuart Henry; Marble Bar; non-payment of rent and no Miner's Right.
- 619—Stubbs, Stuart Henry; Marble Bar; non-payment of rent and no Miner's Right.
- 625—Stubbs, Stuart Henry; Marble Bar; non-payment of rent and no Miner's Right.
- 626—Stubbs, Stuart Henry; Marble Bar; non-payment of rent and no Miner's Right.
- 627—Leonard, Hector Victor; Marble Bar; non-payment of rent and no Miner's Right.
- 628—Munn, Walter Cecil; and Mallett, George Hilary; Marble Bar; non-payment of rent and no Miner's Right.
- 629—Johnston, John Albert; Shaw River; non-payment of rent and no Miner's Right.
- 630—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 631—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.

Residence Area.

- 153—Pilbara Exploration No Liability; 609 Wellington Street, Perth; no Miner's Right.

Business Area.

- 126—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.

Machinery Areas.

- 56—King, Harold John James; Marshall, William Walter; Baker, John Chaffey; Hedley, Donald McKenzie; and Coate, Alan James; c/o. 12 Dunedin Street, Mt. Hawthorn; non-payment of rent and no Miner's Right.
- 61—Hansen, Hagbarth; 2 Thirlmere Street, Mt. Lawley; non-payment of rent and no Miner's Right.
- 64—Stubbs, Stuart Henry; Marble Bar; non-payment of rent and no Miner's Right.
- 73—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 74—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 75—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 78—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 32—Stubbs, Stuart Henry; Marble Bar; non-payment of rent and no Miner's Right.
- 39—Stubbs, Stuart Henry; Marble Bar; non-payment of rent and no Miner's Right.
- 47—King, Harold John James; Marshall, William Walter; Baker, John Chaffey; Hedley, Donald McKenzie; and Coate, Alan James; c/o. 12 Dunedin Street, Mt. Hawthorn; non-payment of rent and no Miner's Right.
- 54—Scott, Walter Purdom; Scott, Malcolm Fox; Hawkins, Henry Albert Osborne; Fletcher, Paul Rodney; and Grayden, William Leonard; c/o. Lindquist & Stacy, 44 St. George's Terrace, Perth; non-payment of rent and no Miner's Right.
- 97—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 98—Mineral Concentrates Pty. Ltd.; Marble Bar; non-payment of rent and no Miner's Right.
- 100—Pilbara Exploration No Liability; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.

- 292L—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 293L—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 295L—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 296L—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 297L—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 298L—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 308L—Rhodes, Donovan Francis Duncan; Tate Street, Welshpool; non-payment of rent and no Miner's Right.
- 310L—Hancock, Langley George; and Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 311L—Hancock, Langley George; and Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 312L—Hancock, Langley George; and Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 313L—Hancock, Langley George; and Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 314L—Hancock, Langley George; and Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 315L—Hancock, Langley George; and Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 316L—Hancock, Langley George; and Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 317L—Hancock, Langley George; and Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 318L—Hancock, Langley George; and Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 319L—Hancock, Langley George; and Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 320L—Hancock, Langley George; and Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 321L—Hancock, Langley George; and Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 322L—Hancock, Langley George; and Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 323L—Hancock, Langley George; and Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 324L—Hancock, Langley George; and Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 325L—Hancock, Langley George; and Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 326L—Hancock, Langley George; and Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 327L—Hancock, Langley George; and Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 328L—Hancock, Langley George; and Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 329L—Hancock, Langley George; and Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 330L—Hancock, Langley George; and Wright, Ernest Archibald Maynard; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 333L—Rhodes, Donovan Francis Duncan; Tate Street, Welshpool; non-payment of rent and no Miner's Right.
- 334L—Rhodes, Donovan Francis Duncan; Tate Street, Welshpool; non-payment of rent and no Miner's Right.
- 336L—Rhodes, Donovan Francis Duncan; Tate Street, Welshpool; non-payment of rent and no Miner's Right.
- 337L—Rhodes, Donovan Francis Duncan; Tate Street, Welshpool; non-payment of rent and no Miner's Right.
- 338L—Rhodes, Donovan Francis Duncan; Tate Street, Welshpool; non-payment of rent and no Miner's Right.
- 339L—Rhodes, Donovan Francis Duncan; Tate Street, Welshpool; non-payment of rent and no Miner's Right.
- 340L—Rhodes, Donovan Francis Duncan; Tate Street, Welshpool; non-payment of rent and no Miner's Right.
- 341L—Rhodes, Donovan Francis Duncan; Tate Street, Welshpool; non-payment of rent and no Miner's Right.
- 366L—Rhodes, Donovan Francis Duncan; Tate Street, Welshpool; non-payment of rent and no Miner's Right.
- 374L—Clark, James Alexander; c/o Mrs. J. A. Clark, Leonora; non-payment of rent and no Miner's Right.

Garden Areas.

- 20L—Hegney, William, M.L.A., Minister for Native Welfare; —; non-payment of rent and no Miner's Right.
- 27L—Dunn, William; Nullagine; non-payment of rent and no Miner's Right.

Water Rights.

- 33L—North West Mining No Liability; Nullagine; non-payment of rent and no Miner's Right.
- 35L—North West Mining No Liability; Nullagine; non-payment of rent and no Miner's Right.
- 36L—North West Mining No Liability; Nullagine; non-payment of rent and no Miner's Right.
- 37L—North West Mining No Liability; Nullagine; non-payment of rent and no Miner's Right.
- 38L—North West Mining No Liability; Nullagine; non-payment of rent and no Miner's Right.
- 39L—North West Mining No Liability; Nullagine; non-payment of rent and no Miner's Right.
- 43L—Howard, Thora Agnes Lloyd; Nullagine; no Miner's Right.

Machinery Area.

- 16L—McKinnon, William Michael; Nullagine; non-payment of rent and no Miner's Right.

WEST PILBARA GOLDFIELD.

Reward Mineral Claim.

- 91—Watkins, David Cyril; Roebourne; no Miner's Right.

Mineral Claim.

- 48—Hancock, Langley George; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 67—Hancock, Langley George; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 68—Hancock, Langley George; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 90—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.

- 93—Wright Prospecting Pty. Ltd.; 609 Wellington Street, Perth; non-payment of rent and no Miner's Right.
- 130—Hancock, Langley George; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 226—Ward, Harold; Grosse, Frederick Horst; Grosse, Elsa Gertrude; Fulcher, Reginald Thomas Leon; Fulcher, Gertrude Ann; Grimes, Herbert Sydney; Grimes, Joyce Doreen; Spittler, Frans; Jordan, Jack; and Hallam, James William.; c/o R. T. L. Fulcher, Roebourne; non-payment of rent and no Miner's Right.
- 231—Hilditch, Athol Stanley; and Warman, Charles Harold; Kalgoorlie; non-payment of rent and no Miner's Right.
- 240—Cawse, Leslie William; Roebourne; non-payment of rent and no Miner's Right.
- 248—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 249—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 250—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 251—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 252—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 253—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 254—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 255—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 256—Hancock Prospecting Pty., Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 257—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 258—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 259—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 260—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 261—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 262—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 263—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 264—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 265—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 266—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 267—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 268—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 269—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 270—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.
- 271—Hancock Prospecting Pty. Ltd.; 150 Victoria Avenue, Dalkeith; non-payment of rent and no Miner's Right.

- 272—Depuch Shipping & Mining Co. Pty. Ltd.; Whim Creek; non-payment of rent and no Miner's Right.
- 273—Swan Metal Company; c/o A. Swan, Whim Creek; non-payment of rent and no Miner's Right.
- 289—Fulcher, Reginald Thomas Leon; Roebourne; non-payment of rent and no Miner's Right.
- 291—Poletti, Marino; Leonora; non-payment of rent and no Miner's Right.

Water Rights.

- 33—Depuch Shipping & Mining Co. Pty. Ltd.; Whim Creek; non-payment of rent and no Miner's Right.
- 34—Depuch Shipping & Mining Co. Pty. Ltd.; Whim Creek; non-payment of rent and no Miner's Right.

Residence Areas.

- 200—Australian Blue Asbestos Pty. Limited; Witte-noom; no Miner's Right.
- 201—Australian Blue Asbestos Pty. Limited; Witte-noom; no Miner's Right.
- 202—Australian Blue Asbestos Pty. Limited; Witte-noom; no Miner's Right.
- 203—Australian Blue Asbestos Pty. Limited; Witte-noom; no Miner's Right.

Business Areas.

- 200—Clarkson, John William; Whim Creek; non-payment of rent and no Miner's Right.
- 202—Clarkson, John William; Whim Creek; non-payment of rent and no Miner's Right.
- 220—Clarkson, John William; Whim Creek; non-payment of rent and no Miner's Right.
- 221—Clarkson, John William; Whim Creek; non-payment of rent and no Miner's Right.
- 222—Clarkson, John William; Whim Creek; non-payment of rent and no Miner's Right.

MINING ACT, 1904.
(Regulation 180.)

Warden's Office,
Collie, 8th May, 1962.

TAKE notice that it is the intention of the Warden of the Goldfield mentioned hereunder, on the date mentioned, to issue out of the Warden's Court an order authorising the cancellation of registration of the undermentioned Mining Tenements, in accordance with regulation 180 of the Mining Act, 1904. An order may issue in the absence of the registered holder, but should he desire to object to such order he must, before the date mentioned, lodge at the Warden's Office an objection containing the grounds of such objection, and, on the date mentioned, the Warden will proceed to hear and determine the same, in accordance with the evidence then submitted.

(Sgd.) A. O'BRIEN,
Warden.

To be heard at the Warden's Court, Collie, on Tuesday, the 12th day of June, 1962.

No. of Area; Name of Registered Holder; Address;
Reason for Resumption.

COLLIE RIVER COALFIELD.

Collie District.

Mineral Claims for Clay.

- MC 13—Corradetti, Giovanni; Bernardi, Mario; and Gesue, Filippo; 22 Forrest Street, Collie; non-payment of rent.
- MC 14—Corradetti, Giovanni; Bernardi, Mario; and Gesue, Filippo; 22 Forrest Street, Collie; non-payment of rent.

COAL MINES REGULATION ACT, 1946.

Department of Mines,
Perth, 1st June, 1962.

THE Hon. Minister for Mines has been pleased to re-appoint John Henry Rees as the miners' representative on the Board of Trustees of the Collie Coal Mines Accident Relief Fund Trust for a further period of 12 months from the 31st day of May, 1962.

A. H. TELFER,
Under Secretary for Mines.

WESTERN AUSTRALIAN GOVERNMENT
RAILWAYS COMMISSION.

Quarter Ended 31st March, 1962.

QUARTERLY return required under sections 59 and 90 of the Government Railways Act, 1904-1960:—

Earnings	£4,487,200
Operating expenses	£3,847,195
Excess of earnings over operating expenses	£640,005
Depreciation	£471,350
Interest	£617,000
Loss	£448,345
Earnings per train mile	523.77d.
Capital	£54,956,253

(Sgd.) C. R. STEWART,
Deputy Commissioner of Railways.

METROPOLITAN (PERTH) PASSENGER
TRANSPORT TRUST.

Sale of Unclaimed Property.

IN conformity with section 75A(i) of the Metropolitan (Perth) Passenger Transport Trust Act, 1957-1961, the following unclaimed property found in Omnibuses, Trolley Buses and Ferries, will be sold by public auction at the Assembly Hall, Pier Street, Perth, on Tuesday, 10th July, 1962.

E. W. ADAMS,
Chairman,

Metropolitan (Perth) Passenger Transport Trust.

Lot No.; Description; Quantity.

- 1—Assorted gloves; 8 pairs.
- 2—Assorted gloves; 8 pairs.
- 3—Assorted gloves; 8 pairs.
- 4—Assorted gloves; 8 pairs.
- 5—Assorted gloves; 8 pairs.
- 6—Assorted gloves; 8 pairs.
- 7—Assorted gloves; 8 pairs.
- 8—Assorted gloves; 8 pairs.
- 9—Assorted gloves; 8 pairs.
- 10—Assorted gloves; 8 pairs.
- 11—Woollen gloves; 8 pairs.
- 12—Kid gloves; 8 pairs.
- 13—Sunshade.
- 14—Sunshade.
- 15—Sunshade.
- 16—Sunshade.
- 17—Sunshade.
- 18—Sunshade.
- 19—Sunshade.
- 20—Sunshade.
- 21—Sunshade.
- 22—Sunshade.
- 23—Sunshade.
- 24—Sunshade.
- 25—Tennis racquet.
- 26—Tennis racquet.
- 27—Tennis racquet.
- 28—Tennis racquet.
- 29—Tennis racquet.
- 30—Hockey stick.
- 31—Soccer ball.
- 32—Sun glasses; 3 pairs.
- 33—Sun glasses; 3 pairs.
- 34—Sun glasses; 3 pairs.
- 35—Sun glasses; 3 pairs.
- 36—Sun glasses; 3 pairs.
- 37—Sun glasses; 3 pairs.
- 38—Cancelled.
- 39—Reading glasses in cases; 3 pairs.
- 40—Reading glasses in cases; 2 pairs.
- 41—Reading glasses in cases; 2 pairs.
- 42—Reading glasses in cases; 2 pairs.
- 43—Reading glasses in cases; 2 pairs.
- 44—Gent's umbrella (good).
- 45—Gent's umbrella (good).
- 46—Gent's umbrella (slight defect).
- 47—Purses (1 case).
- 48—Purses (1 case).
- 49—Purses (1 case).
- 50—Purses (1 case).
- 51—Purses (1 case).
- 52—Purses (1 case).
- 53—Sunshade.
- 54—Sunshade.
- 55—Sunshade.

Lot No.; Description; Quantity.

- 56—Sunshade.
- 57—Sunshade.
- 58—Sunshade.
- 59—Sunshade.
- 60—Sunshade.
- 61—Sunshade.
- 62—Sunshade.
- 63—Sunshade.
- 64—Sunshade.
- 65—Gladstone bag.
- 66—Gladstone bag.
- 67—Gladstone bag.
- 68—Gladstone bag.
- 69—Gladstone bag.
- 70—Gladstone bag.
- 71—Children's woollen gloves; 8 pairs.
- 72—Gloves assorted; 8 pairs.
- 73—Gloves, assorted; 8 pairs.
- 74—Gloves, assorted; 8 pairs.
- 75—Cancelled.
- 76—Gloves, assorted; 8 pairs.
- 77—Gloves, assorted; 8 pairs.
- 78—Gloves, assorted; 8 pairs.
- 79—Gloves, assorted; 8 pairs.
- 80—Girls' rain coats (assorted); 3 only.
- 81—Girls' rain coats (assorted); 3 only.
- 82—Girls' rain coats (assorted); 4 only.
- 83—Ladies' plastic rain coats; 3 only.
- 84—Boys' rain coats (assorted); 3 only.
- 85—Boys' rain coats (assorted); 3 only.
- 86—Boys' rain coats (assorted); 3 only.
- 87—Blankets; 3 only.
- 88—Toys; 1 bag.
- 89—Toys; 1 bag.
- 90—Toys; 1 bag.
- 91—Toys; 1 bag.
- 92—Box used tennis balls; 1 dozen.
- 93—Coat hangers; 6 only.
- 94—Toy washing set.
- 95—Groceries; 1 bag.
- 96—Assorted goods; 1 case.
- 97—Gent's trousers; 1 pair.
- 98—Shirt (size 16½, new); 1 only.
- 99—Assorted goods; 1 parcel.
- 100—Fans (assorted); 6 only.
- 101—Sundries; 1 case.
- 102—Plastic bag and set of canisters; 1 bag.
- 103—Sunshade (slight defects).
- 104—Sunshade (slight defects).
- 105—Sunshade (slight defects).
- 106—Sunshade (slight defects).
- 107—Sunshade (slight defects).
- 108—Sunshade (slight defects).
- 109—Sunshade (slight defects).
- 110—Sunshade (slight defects).
- 111—Sunshade (slight defects).
- 112—Sunshade (slight defects).
- 113—Sunshade (slight defects).
- 114—Sunshade (slight defects).
- 115—Sun glasses in cases; 3 pairs.
- 116—Sun glasses; 3 pairs.
- 117—Sun glasses; 3 pairs.
- 118—Sun glasses; 3 pairs.
- 119—Sun glasses; 3 pairs.
- 120—Sun glasses; 3 pairs.
- 121—Reading glasses in cases; 3 pairs.
- 122—Reading glasses in cases; 3 pairs.
- 123—Reading glasses in cases; 3 pairs.
- 124—Reading glasses in cases; 3 pairs.
- 125—Baby's pusher; 1 only.
- 126—Baby's pusher; 1 only.
- 127—Clutch pressure plate for car; 1 only.
- 128—Glasses cases; 8 only.
- 129—Glasses cases; 8 only.
- 130—Saw, pram-covers and seat; 1 parcel.
- 131—Assorted tobacco pouches and pipes; 1 bag.
- 132—Jewellery (assorted); 1 card.
- 133—Jewellery (assorted); 1 card.
- 134—Jewellery (assorted); 1 card.
- 135—Jewellery (assorted); 1 card.
- 136—Jewellery (assorted); 1 card.
- 137—Jewellery (assorted); 1 card.
- 138—Jewellery (assorted); 1 card.
- 139—Jewellery (assorted); 1 card.
- 140—Gent's wrist watch.
- 141—Gent's wrist watch.
- 142—Lady's wrist watch.
- 143—Lady's wrist watch.
- 144—Lady's wrist watch.

Lot No.; Description; Quantity.	Lot No.; Description; Quantity.
145—Lady's wrist watch.	233—Sunshade.
146—Biro pens; 6 only.	234—Sunshade.
147—Biro pens; 6 only.	235—Sunshade.
148—Biro pens; 5 only.	236—Sunshade.
149—Fountain pens; 3 only.	237—Sunshade.
150—Fountain pens; 3 only.	238—Sunshade.
151—Fountain pens; 3 only.	239—Sunshade.
152—Sunshade.	240—Sunshade.
153—Sunshade.	241—Reading glasses; 4 pairs.
154—Sunshade.	242—Reading glasses; 3 pairs.
155—Sunshade.	243—Reading glasses; 3 pairs.
156—Sunshade.	244—Sun glasses; 3 pairs.
157—Sunshade.	245—Sun glasses; 3 pairs.
158—Sunshade.	246—Sun glasses; 3 pairs.
159—Sunshade.	247—Sun glasses; 3 pairs.
160—Sunshade.	248—Sun glasses; 3 pairs.
161—Sunshade.	249—Sun glasses; 3 pairs.
162—Sunshade.	250—Sun glasses; 3 pairs.
163—Sunshade.	251—Sun glasses; 3 pairs.
164—Child's sunshade.	252—Sun glasses; 3 pairs.
165—School bag.	253—Sun glasses; 3 pairs.
166—School bag.	254—Glasses cases; 4 only.
167—School bag.	255—Glasses cases; 4 only.
168—Gladstone bags; 2 only.	256—Fountain pens; 3 only.
169—Satchel.	257—Fountain pens; 3 only.
170—Satchel.	258—Fountain pens; 3 only.
171—Shopping bag.	259—Fountain pens; 3 only.
172—2 shopping bags; 1 kit bag; 3 only.	260—Cigarette lighters; 3 only.
173—Assorted soft goods (new); 1 parcel.	261—Cigarette lighters; 3 only.
174—4 pairs stockings, 2 pairs girls' socks (new); 1 parcel.	262—Cigarette lighters; 3 only.
175—Sundries; 1 basket.	263—Jewellery (assorted); 1 card.
176—Sundries; 1 parcel.	264—Jewellery (assorted); 1 card.
177—Assorted soft goods; 1 parcel.	265—Jewellery (assorted); 1 card.
178—Lady's green suit.	266—Jewellery (assorted); 1 card.
179—Materials; 1 case.	267—Tobacco and cigarettes; 1 parcel.
180—Sunshade (slight defect).	268—Sunshade.
181—Sunshade (slight defect).	269—Sunshade.
182—Sunshade (slight defect).	270—Sunshade.
183—Sunshade (slight defect).	271—Sunshade.
184—Sunshade (slight defect).	272—Sunshade.
185—Sunshade (slight defect).	273—Sunshade.
186—Sunshade (slight defect).	274—Sunshade.
187—Sunshade (slight defect).	275—Sunshade.
188—Sunshade (slight defect).	276—Sunshade.
189—Sunshade (slight defect).	277—Sunshade.
190—Sunshade (slight defect).	278—Sunshade.
191—Sunshade (slight defect).	279—Sunshade.
192—Photo frames; 3 only.	280—Children's floats; 2 only.
193—Baby pillows; 6 only.	281—Children's floats; 2 only.
194—Baby pillows; 6 only.	282—Cancelled.
195—Cushions; 3 only.	283—Lady's wrist watch.
196—Pram pillows; 3 only.	284—Lady's wrist watch.
197—Pram pillows; 3 only.	285—Lady's wrist watch.
198—Purses; 1 bag.	286—Lady's wrist watch.
199—Purses; 1 bag.	287—Lady's wrist watch.
200—Purses; 1 bag.	288—Lady's wrist watch.
201—Purses; 1 case.	289—Wallets (leather); 6 only.
202—Purses; 1 case.	290—Wallets (leather); 6 only.
203—Purses; 1 case.	291—Tobacco pouches; 4 only.
204—Purses; 1 case.	292—Tobacco tin and cigarette cases; 4 only.
205—Purses; 1 case.	293—Pipes; 3 only.
206—Girls' cardigans; 3 only.	294—Cancelled postage stamps; 1 bag.
207—Ladies' cardigans; 3 only.	295—Girls' school berets; 6 only.
208—Ladies' cardigans; 3 only.	296—Girls' school berets; 6 only.
209—Ladies' cardigans; 3 only.	297—Girls' school berets; 6 only.
210—Ladies' cardigans; 3 only.	298—Girls' school berets; 6 only.
211—Gent's sandals (new, size 8); 1 pair.	299—Under water masks and hoop; 3 only.
212—Gent's shoes; 4 pairs.	300—Sundries; 1 bag.
213—Gent's shoes and boots; 4 pairs.	301—Sundries; 1 bag.
214—Children's sandshoes; 4 pairs.	302—Plastic lunch boxes; 6 only.
215—Children's sandals and thongs; 4 pairs.	303—Sunshades.
216—Children's sandals and thongs; 4 pairs.	304—Sunshades.
217—Ladies' shoes; 3 pairs.	305—Sunshades.
218—Children's sandals and thongs; 4 pairs.	306—Sunshades.
219—Ladies' shoes; 4 pairs.	307—Sunshades.
220—Children's shoes and slippers; 6 pairs.	308—Sunshades.
221—Gloves (assorted); 10 pairs.	309—Sunshades.
222—Gloves (assorted); 8 pairs.	310—Sunshades.
223—Gloves (assorted); 8 pairs.	311—Sunshades.
224—Gloves (assorted); 8 pairs.	312—Sunshades.
225—Gloves (assorted); 8 pairs.	313—Sunshades.
226—Gloves (assorted); 8 pairs.	314—Sunshades.
227—Gloves (assorted); 8 pairs.	315—Purses; 1 bag.
228—Gloves (assorted); 8 pairs.	316—Purses; 1 bag.
229—Sunshade.	317—Purses; 1 bag.
230—Sunshade.	318—Clutch bags; 3 only.
231—Sunshade.	319—Clutch bags; 3 only.
232—Sunshade.	320—Clutch bags; 3 only.
	321—Clutch bags; 3 only.

Lot No.; Description; Quantity.

322—Clutch bags; 3 only.
 323—Ladies' cardigans; 3 only.
 324—Ladies' cardigans; 3 only.
 325—Ladies' cardigans; 3 only.
 326—Ladies' cardigans; 3 only.
 327—Ladies' cardigans; 3 only.
 328—Ladies' cardigans; 3 only.
 329—Towels; 6 only.
 330—Towels; 6 only.
 331—Baby blankets and shawl; 5 only.
 332—Baby blankets and shawl; 5 only.
 333—Babies' napkins and water proofs; 1 parcel.
 334—Second hand cloths; 1 bag.
 335—Children's bathers; 6 pairs.
 336—Ladies' scarves; 7 only.
 337—Ladies' gloves (odd); 1 box.
 338—Plastic bags, belts and wool oddments; 1 bag.
 339—Children's purses; 5 only.
 340—Children's purses; 6 only.
 341—Children's purses; 6 only.
 342—Hand bags; 5 only.
 343—Sunshade.
 344—Sunshade.
 345—Sunshade.
 346—Sunshade.
 347—Lady's umbrella.
 348—Lady's umbrella.
 349—Lady's umbrella.
 350—Lady's umbrella.
 351—Lady's umbrella.
 352—Lady's umbrella.
 353—1 gent's coat and 2 boys' coats; 3 only.
 354—Assorted clothing; 1 bundle.
 355—Gent's overcoat and jacket; 2 only.
 356—Ladies' overcoats; 2 only.
 357—Boys' and girls' overcoats; 2 only.
 358—Boys' school caps; 13 only.
 359—Fisher hats; 6 only.
 360—Fisher hats; 6 only.
 361—Rain cape, hoods and assorted caps; 5 only.
 362—Gent's hats; 6 only.
 363—Ladies' hats; 4 only.
 364—Girls' school hats and beach hats; 5 only.
 365—School books; 1 bag.
 366—Books; 1 bag.
 367—Books; 1 bag.
 368—Children's books and comics; 1 bundle.
 369—Prayer books; 1 bundle.
 370—Bibles; 1 bundle.
 371—Sunshade (slight defect).
 372—Sunshade (slight defect).
 373—Sunshade (slight defect).
 374—Sunshade (slight defect).
 375—Sunshade (slight defect).
 376—Sunshade (slight defect).
 377—Sunshade (slight defect).
 378—Sunshade (slight defect).
 379—Sunshade (slight defect).
 380—Sunshade (slight defect).
 381—Sunshade (slight defect).
 382—Sunshade (slight defect).
 383—Ink well sets; 1 bag.
 384—Plastic travelling bags; 3 only.
 385—Plastic travelling bags; 3 only.
 386—Plastic travelling bags; 3 only.
 387—Plastic travelling bags; 3 only.
 388—Plastic travelling bags; 3 only.
 389—2 plastic bags and 1 folder; 3 only.
 390—Ladies' cardigans; 3 only.
 391—Ladies' cardigans; 3 only.
 392—Child's pullover.
 393—Boys' cardigans; 4 only.
 394—Boys' pullovers; 4 only.
 395—Boys' pullovers; 4 only.
 396—Boys' pullovers; 4 only.
 397—Sunshade (slight defect).
 398—Sunshade (slight defect).
 399—Sunshade (slight defect).
 400—Sunshade (slight defect).
 401—Sunshade (slight defect).
 402—Sunshade (slight defect).
 403—Sunshade (slight defect).
 404—Sunshade (slight defect).
 405—Sunshade (slight defect).
 406—Sunshade (slight defect).
 407—Sunshade (slight defect).
 408—Sunshade (slight defect).
 409—String shopping bags; 4 only.
 410—Plastic string shopping bags; 5 only.

Lot No.; Description; Quantity.

411—Plastic string shopping bags; 5 only.
 412—Plastic string shopping bags; 6 only.
 413—Plastic string shopping bags; 4 only.
 414—Shopping bags; 5 only.
 415—Sunshade (slight defect).
 416—Sunshade (slight defect).
 417—Sunshade (slight defect).
 418—Sunshade (slight defect).
 419—Sunshade (slight defect).
 420—Lady's umbrella.
 421—Lady's umbrella.
 422—Lady's umbrella.
 423—Lady's umbrella.
 424—Lady's umbrella.
 425—Lady's umbrella.
 426—Lady's umbrella.
 427—Lady's umbrella.
 428—Children's pullovers; 7 only.
 429—Ladies' cardigans; 3 only.
 430—Gent's cardigans; 3 only.
 431—Sunshades (damaged); 1 bundle.
 432—Sunshades (damaged); 1 bundle.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 41 of 1962.

Between Building Trades Association of Unions of Western Australia (Association of Workers), Applicant, and Master Builders' Association of Western Australia (Union of Employers), Perth, Respondent.

HAVING heard Mr. T. W. Henley on behalf of the applicant, Mr. R. W. Clohessy on behalf of The Western Australian Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers, Mr. J. G. White on behalf of The Operative Painters and Decorators' Industrial Union of Workers, Perth, Mr. W. C. Willox on behalf of The West Australian Plumbers and Sheet Metal Workers' Industrial Union of Workers and Mr. J. M. Ince on behalf of the respondent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the "Building Trades' Award, No. 24 of 1958," as amended, be and the same is hereby further amended in the terms of the attached Schedule.

Dated at Perth this 4th day of May, 1962.

By the Court,

[L.S.] (Sgd.) R. V. NEVILLE,
President.

Schedule.

Clause 22.—Hours.

Add the following new subclauses (c) and (d)—

(c) A worker shall not be prohibited nor discouraged by his employer, nor by any leading hand or foreman acting for the employer, from having a "cup of tea" (which expression includes any suitable beverage, together with something to eat) at a convenient time once during each morning work period, provided that such "cup of tea" is taken at a suitable place (where flasks and cribs may be safely left) designated by the employer for any particular worker or group of workers or if no such place be designated then at the nearest such suitable place to the place where the worker in question reasonably believes when he commences work for the morning that he will be working at about the time he customarily has such "cup of tea," and provided further that work is not unduly interfered with and that there is no organised stoppage of work for the purpose of having the "cup of tea" except with the consent of the employer.

(d) Where a worker is employed in such a place or under such circumstances that it is not permissible or practical for him to smoke at his working place, he shall be permitted at some convenient time at least once during each morning work period to go to some place at which smoking is permitted and practical for sufficient time, not exceeding seven (7) minutes, to enjoy a smoke.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 6 of 1960.

Between The United Furniture Trades Industrial Union of Workers, W.A., Applicant, and Hearn Manufacturing Co. Pty. Ltd. and Others, Respondents.

THE Conciliation Commissioner, in pursuance of the powers and duties conferred upon him by section 108B of the Industrial Arbitration Act, 1912-1961, and in pursuance of a remission to him by the Court of Arbitration, doth hereby make the following Award in connection with the industrial dispute between the abovenamed parties.

Award.

1.—Title.

This Award shall be known as the "Furniture Trades Award" and replaces No. 3 of 1940 as amended and consolidated.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Scope.
5. Term.
6. No Reduction.
7. Mixed Functions.
8. Wages.
9. Payment of Wages.
10. Leading Hand.
11. Setter Out.
12. Casual Worker.
13. Hours.
14. Overtime.
15. Meal Money.
16. Shifts.
17. Holidays.
18. Annual Leave.
19. Away from Home and Travelling Time.
20. Contract of Service.
21. Grinding time.
22. Under-rate workers.
23. Piecework.
24. Dust or Dirt Money.
25. Interviewing workers and inspection of premises.
26. Posting of Union notices.
27. Lap Boys.
28. Junior Workers—Male.
29. Junior Worker's Certificate.
30. Employment of females.
31. Junior Females.
32. Provision of Appliances.
33. Cleansing of hands.
34. Record.
35. Clock.
36. Breakdowns.
37. Board of Reference.
38. Definition.
39. Apprentices.
40. Absence through sickness.
41. Rest Period.
42. Preference.
43. Long Service Leave.

3.—Area.

This Award shall have effect over the whole of the State of Western Australia, except such portions thereof as are comprised within premises occupied by or worked in conjunction with the Railway Department or the Midland Railway Company.

4.—Scope.

This Award shall apply to the industries mentioned in the first column as carried on by representative employers mentioned in the second column of Schedule 1 hereto.

5.—Term.

The term of this Award shall be three (3) years as from the beginning of the first pay period commencing after the date hereof.

6.—No Reduction.

This Award shall not in itself operate to reduce the wages of any worker who is at present receiving above the minimum rate prescribed for his class of work.

7.—Mixed Functions.

Any worker carrying out work classified at a higher minimum than his usual rate shall be paid, whilst engaged on such work, at the rate prescribed therefor: Provided that, where no record of such work is kept, the worker shall be paid at the higher rate for the whole of the day on which the work was performed.

8.—Wages.

Item No.	Designation	Per Week	
		Males	Females
Basic Wage.		£ s. d.	£ s. d.
	Metropolitan Area	14 18 9	11 4 1
	South-West Land Division	14 17 3	11 2 11
	Goldfields Areas and all other portions of the State	14 11 6	10 18 8
		Adult Males	
		Margin Per Week	
		£	s. d.
(1)	Cabinetmaking (see also Item 14(a) and 14(b))	4	16 0
(2)	Chairmaking and/or repairing (see also Item 14(a), 14(b) and 14(c))	4	16 0
(3)	Woodcarving	4	16 0
(4)	Wood turning	4	16 0
(5)	Upholstering	4	16 0
(6)	French polishing (see also Item 14(d))	4	16 0
(7)	(a) Veneering	2	12 6
	(b) Veneer layer or gluer engaged in the preparing or making of veneered panels or plywood or core-board or partly prepared timber or parts of furniture cut to size	1	18 6
(8)	(a) Wood machining (Shaper router, four sider), where the worker also grinds cutters and sets up, and/or a router and/or shaper hand who works free-hand	4	16 0
	(b) Wood machining (Others)	2	15 6
	(c) Sanding—where a worker is exclusively employed on work not covered by a tradesmen's classification	1	18 6
(9)	(a) Wire mattress making	2	15 6
	(b) Stretching up and tacking on	1	18 6
(10)	(a) Wicker furniture maker	4	16 0
	(b) Others	2	15 6
(11)	Ironwork for wickerwork	2	12 6
(12)	Bedding Making—		
	(a) Employee who sets up, adjusts and operates any of the following bedding machines: Power tufting, quilting, roll edge, tape edge, buttoning, or pre-built border	2	12 6
	(b) Hand tufting, hand roll, hand edging, hand quilting	2	12 6
	(c) Garnetting machine operator	2	12 6
	(d) Automatic spring making machine operators	2	12 6
	(e) Machine operators other than as above, and assistants to foregoing bedding		

Item No.	Designation.	Adult Males Margin Per Week £ s. d.	Per Cent of Basic Wage
	making classifications other than labourers and including assemblers	1 18 6	
(f)	Sewing machine mechanic	3 7 6	
(13)	Picture frame making	1 18 6	
(14)	General— Workers whose duties include work additional to that prescribed in this Item 14 and which work is otherwise covered by Items 1-6 inclusive shall not be paid as being employed under this item, but shall be paid the appropriate rate under Items 1 to 6 inclusive. Workers employed on any of the duties coming within the following designations shall, subject to the foregoing be paid as follows:—		
(a)	Assembler, i.e. an adult worker employed in fitting together by nailing, screwing, glueing or fixing in any manner jointed, moulded or finished parts of wooden furniture and who in so doing can where necessary trim edges and make minor adjustments and includes assembling of chairs by means of a machine press or machine cramp only and the attachment of panel backs to such assembled chairs. Assembling shall also include the fixing of hinges of pre-fitted rebated doors	2 14 6	(15) Junior Workers (including lap boys)— Between 14 and 15 years of age 20 Between 15 and 16 years of age 33 Between 16 and 17 years of age 45 Between 17 and 18 years of age 58 Between 18 and 19 years of age 70 Between 19 and 20 years of age 83 Between 20 and 21 years of age 95 (16) Apprentices— First year 33½ Second year 45 Third year 65 Fourth year 85 Fifth year 100 plus £1 (17) Female Workers— Per Cent of Female Basic Wage Per Week Between 15 and 16 years of age 31.5 Between 16 and 17 years of age 36.0 Between 17 and 18 years of age 50.0 Between 18 and 19 years of age 65.0 Between 19 and 20 years of age 82.0 Between 20 and 21 years of age 100 Margin Over Female Basic Wage Per Week £ s. d. Over 21 years of age 1 4 6
(b)	(i) Employee cramping furniture, including cramping pieces into chair parts by means of a machine press or a machine cramp only	2 5 0	
	(ii) Employee attaching finished parts of any description, other than those referred to in 14(a) to otherwise completed furniture, the attachment of such parts requiring the use only of a hammer, screw-driver, pincers, bradawl, pliers, spanner, wire cutter, punch and drill	2 5 0	
(c)	Stuffer chair or couch frame maker, i.e. an adult person who makes frames on which upholsterers cover all the woodwork except the legs and/or feet, and of which the wood work is prepared by machines and including such frames to which the arms and/or legs and/or trays and/or ornaments and/or fittings are to be attached	2 8 0	
(d)	Spraying and/or sandpapering or varnishing and/or staining ...	1 18 6	
(e)	Labourer— (a) Tailing out	14 6	
	(b) Others	Nil	

9.—Payment of Wages.

(a) Unless wages are paid on or before Thursday of each week, wages shall be paid in cash and in either case within ten (10) minutes of the usual time for finishing work.

(b) When the engagement of a worker is terminated by the employer or where the worker lawfully leaves his employment and except for misconduct he shall be paid all wages and holiday pay due to him within ten (10) minutes of the expiration of the engagement.

10.—Leading Hand.

A worker placed in charge of—

- (a) not less than three (3) and not more than ten (10) other workers shall be paid 3s. 10d. per day extra;
- (b) not less than ten (10) and not more than twenty (20) other workers shall be paid 7s. 8d. per day extra;
- (c) more than twenty (20) other workers shall be paid 11s. 6d. per day extra.

11.—Setter Out.

A cabinet maker other than a leading hand who sets out from plans prepared for that purpose detailed work for other cabinet makers shall be paid an extra 4s. 10d. per day, provided that a leading hand covered by clause 10 (a) shall in lieu of the rate therein prescribed be paid the rate for a Setter Out.

12.—Casual Workers.

Any worker employed for less than one week shall be deemed to be a casual worker, and shall be entitled to be paid at the rate of ten per cent. (10%) in addition to the rates prescribed by this Award.

13.—Hours.

Subject as hereinafter provided, the ordinary hours of work shall not exceed forty (40) in any one week and shall not exceed eight (8) hours daily, to be worked between the hours of 7.30 a.m. and 6 p.m., from Monday to Friday inclusive. The ordinary starting and finishing time shall not be altered except by agreement between the employer and the Union or in default thereof by a Board of Reference.

14.—Overtime.

(a) Notwithstanding anything contained herein—

- (i) an employer may require any worker to work reasonable overtime and such worker shall work the overtime in accordance with such requirement;
- (ii) an organisation, party to this Award, and/or a worker or workers covered by this Award, shall not in any way, whether directly or indirectly, be a party to or be concerned in any ban, limitation or restriction upon the working of overtime in accordance with (i) above.

(b) In no case shall junior workers be employed on overtime, unless the proportion of adult workers to juniors as provided in this Award is maintained whilst such overtime is worked.

(c) All time worked before or after the ordinary starting or finishing time or outside the hours prescribed in Clause 13 shall be paid at the rate of time and a half for the first four (4) hours and double time thereafter.

(d) All work performed on a Saturday afternoon or Sunday shall be paid for at double time rates.

(e) All work performed on a holiday as prescribed in clause 17 shall be paid for at ordinary time rates in addition to the holiday pay, to which the worker is entitled under the provisions of clause 17.

15.—Meal Money.

(a) A worker required to work overtime for more than two (2) hours, without being notified on the previous day or earlier that he will be so required to work, shall be supplied with a meal by the employer or paid five shillings (5s.) for a meal.

(b) If the amount of overtime required to be worked necessitates a second or subsequent meal, the employer shall, unless he has notified the workers concerned on the previous day or earlier that such second or subsequent meal will also be required, provide such meals or pay an amount of three shillings and fourpence (3s. 4d.) for each such second or subsequent meal.

(c) No such payments need be made to workers living in the same locality as their workshops who can reasonably return home for such meals.

(d) If a worker in consequence of receiving such notice has provided himself with a meal or meals and is not required to work overtime or is required to work less overtime than notified, he shall be paid the amounts above prescribed in respect of the meals not then required.

16.—Shifts.

(a) An employer may, if he so desires, work his establishment on shifts, but before doing so shall give notice of his intention to the Union and of the intended starting and finishing times of ordinary working hours of the respective shifts.

(b) (i) Where any particular process is carried out on shifts other than day shift, and less than five (5) consecutive afternoon or five (5) consecutive night shifts are worked on that process, then workers employed on such afternoon or night shifts shall be paid at overtime rates.

(ii) The sequence of work shall not be deemed to be broken under the preceding paragraph by reason of the fact that work on the process is not carried out on a Saturday or Sunday or any public holiday.

(c) The loading on the ordinary rates of pay for shift work shall be five per cent. (5%) for afternoon shift and ten per cent. (10%) for night shift.

(d) Where a shift commences at or after 11 p.m., then the whole shift shall be paid for at the rate which applies to the major portion of the shift.

17.—Holidays.

(a) (i) The following days or days observed in lieu shall (subject to Clause 14 hereof) be allowed as holidays without deduction of pay, namely—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.

(ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday such holiday shall be observed on the succeeding Monday and where Boxing Day falls on a Sunday such holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

(b) On any public holiday not prescribed as a holiday under this Award the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted but if work be done ordinary rate of pay shall apply..

18.—Annual Leave.

(a) Except as hereinafter provided a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with such employer.

(b) Each worker shall where practicable be given three months notice of the commencing date of annual leave, and such leave shall where practicable, having regard to the exigencies of the employer's business, be arranged to suit the convenience of the worker.

(c) If any Award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one (1) day being an ordinary working day for each such holiday observed as aforesaid: Provided that at the option of the employer any of the Award holidays so falling within the period of annual leave shall be given in one of the following ways:—

(i) Added to the Easter holidays, in which case the employer may, at his option, add one (1) further day in lieu of Australia Day (26th January). Where it is the intention of the employer to adopt this method he shall notify the worker of such intention.

(ii) By agreement between the employer and the worker, but not otherwise, another day shall be given in lieu of each of such Award holidays.

(d) If after one (1) month's continuous service in any qualifying twelve (12) monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth (1/6th) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(e) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this Award shall not count for the purpose of determining his right to holidays.

(f) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled (subject to subclause (d) of this clause) to such holidays on full pay as are proportionate to his length of service during that period with such employer, and if such holidays are not equal to the holidays given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on holidays on full pay.

(g) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefits of the provisions of this clause.

(ii) In special circumstances and by mutual consent of the employer, the worker and the Union, annual leave may be taken in not more than two periods.

19.—Away from Home and Travelling Time.

(a) Where a worker is sent by his employer to a job at such distance that he cannot return to his home each night—

- (i) suitable board and lodging shall be found at the employer's expense;
- (ii) all fares in connection with such travelling shall be paid together with a reasonable allowance for each ordinary meal actually and reasonably incurred;
- (iii) When any worker is required to travel at night sleeping berth accommodation shall be provided by the employer.

(b) An employee who on any day or from day to day is required to work at a job away from his accustomed workshop shall at the direction of his employer present himself for work at such job at the usual starting time; but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from his home to such workshop and returning) he shall be paid travelling time, and also any fares incurred in excess of those normally incurred in travelling between his home and such workshop.

(c) Travelling time outside the ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve (12) hours in any twenty-four (24) hour period from the time of starting of the journey; provided that, when travelling is by boat, not more than eight (8) hours shall be paid for in any twenty four (24) hour period.

(d) Where in the service of the employer the worker provides his own means of transport, the employer shall allow to such worker the ordinary train, tram, ferry, or bus fare which would otherwise be paid by him.

20.—Contract of Service.

The contract of hiring of every worker, other than a casual worker, shall be deemed to be a contract of hiring by the week. If such notice is not given one week's wages shall be paid or forfeited. Provided that no notice of dismissal or resignation shall be given which will terminate the employment on the last working day immediately preceding a holiday. This clause shall not apply to apprentices.

21.—Grinding Time.

The employer shall provide adequate facilities for workers to grind tools and workers shall be allowed time to use same whenever reasonably necessary.

22.—Under-Rate Workers.

(a) Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer.

(b) In the event of no agreement being arrived at the matter may be referred to the Board of Reference for determination.

(c) After application has been made to the Board and pending the Board's decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

23.—Piecework.

A worker employed on piecework shall be paid not less than the minimum rate plus 10 per cent. herein prescribed for a worker employed on the same class of work. A pieceworker under the provision of this Award shall mean any worker who repairs, manufactures, or finishes articles made from material supplied by the persons for whom the work is being performed.

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24.—Dirt or Dust Money.

(a) When workers are engaged in the reconditioning of hospital bedding an allowance of sixpence (6d.) per hour shall be made whilst engaged on such work. All mattresses to be reconditioned shall be efficiently fumigated before reconditioning is commenced.

(b) Where adequate dust extraction systems are not in use employees engaged in garnetting or fibre teasing or needling or filling soft filled mattresses, pillows, etc., shall be paid at the rate of three shillings (3s.) per day in addition to the prescribed rate.

25.—Interviewing Workers and Inspection of Premises.

The secretary or any duly authorised representative of the Union shall not be prevented from visiting or conversing with the members of the Union on any job or in any shop during meal hours. The secretary, or any duly authorised representative, shall have the right to visit and inspect any factory or works, or any part thereof, during the time that work is being carried on outside the ordinary working hours, and to interview workers therein. The employer shall provide all necessary facilities to assist the secretary or representative in carrying this power into effect.

26.—Posting of Union Notices.

The accredited Union representative shall not be prevented from posting a copy of this Award, or any notice of the Union not exceeding fourteen (14) inches by nine (9) inches, in a suitable place agreed upon between the employer and the Union. Failing agreement in this connection the Board of Reference shall decide where the copy of the Award, or the said notices, shall be posted. Any such notice shall be submitted to the employer for approval before being posted.

27.—Lap Boys.

Lap boys may be employed only in the wicker-working industry. Their work shall consist of "lapping", varnishing, painting cleaning up the factory, and running errands. Lap boys shall not be employed beyond the age of sixteen (16) years. The number of lap boys allowed to any employer shall be in the proportion of one (1) to every three (3) or portion of three (3) journeymen employed by him. The number of journeymen employed at any time shall be deemed to be the average number of journeymen employed on all working days of the preceding three (3) months.

28.—Junior Workers: Male.

Junior male workers may be employed on all work for which an apprenticeship is not provided, in the proportion of one junior to every two or fraction of two adults, provided that the work of junior labourers shall not include cutting and/or matching veneers.

29.—Junior Workers Certificate.

(a) When requested, junior workers shall furnish the employer with a certificate showing the following particulars:—

- (i) Name in full.
- (ii) Age and date of birth.

(b) The certificate shall be signed by the worker.

(c) No worker shall have any claim upon the employer for additional pay in the event of his age being wrongly stated on this certificate. If any worker shall wilfully mis-state his age in the above certificate, he alone shall be guilty of a breach of this Award.

30.—Employment of Females.

(a) Female workers are permitted to be employed in the following branches only:—

- (i) Picture framing.
- (ii) Machinists including sewing machinists in the upholstering and bedding and including assembling of spring units by machine.
- (iii) Cutting out in the bedding.
- (iv) Cutting out in the upholstering by the machinist who performs the sewing.

31.—Junior Females.

Junior females may be employed in the proportion of one (1) to every two (2) or fraction of two (2) adult females.

32.—Provision of Appliances.

(a) The employers shall provide the following tools or articles when they are required on the jobs:—Dogs and cramps of all descriptions, hand and thumb screws, gluepots and brushes, bits not ordinarily used in a brace, oil-stones, and files required by machinists, and spanners from three-quarters of an inch and upwards, sewing machines, grindstones, and/or emery wheels not less than one and a quarter ($1\frac{1}{4}$) inches in width, and spraying machines. All appliances shall be maintained in a reasonable working condition.

(b) All rags and brushes necessary for the use of polishers shall be supplied by the employer.

(c) The employer shall provide boiling water for the midday meal.

33.—Cleansing of Hands.

Polishers shall be allowed ten (10) minutes per day for the purpose of cleaning their hands five (5) minutes before the midday meal and five (5) minutes before the finishing time.

34.—Record.

(a) Each employer shall keep a time and wages record, wherein shall be entered—

- (i) the name of each worker;
- (ii) the nature of his employment;
- (iii) the time he commences and finishes work each day;
- (iv) the total hours worked each day and each week.
- (v) the wages (and overtime, if any) received therefor;
- (vi) the ages of junior workers.

(b) Any system of automatic recording by means of machines shall be deemed a compliance with this clause, to the extent of the information recorded.

(c) Such record shall be entered up each day in legible English characters, and shall be signed weekly only if correct by each worker.

(d) The record shall be open for inspection by a duly accredited official of the union during the ordinary office hours, at the employer's office or other convenient place and he shall be allowed to take extracts therefrom.

35.—Clock.

One reliable clock shall be installed in each factory, and the starting and finishing time of workers shall be taken from that clock.

36.—Breakdowns.

The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the union, or the unions affiliated with it, or because of any stoppage of work by any cause which the employer cannot reasonably prevent.

37.—Board of Reference.

(1) For the purpose of this Award a Board of Reference is hereby appointed, which shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. The said Board shall have assigned to it in the event of no agreement being arrived at between the parties to the dispute the functions of:—

- (a) adjusting any matters of difference which may arise from time to time, except such as involve interpretation of the provisions of the award or any of them;
- (b) dealing with any other matter which the Court may refer to the Board from time to time.

(2) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the Regulations to the Industrial Arbitration Act, 1912-1961, which for this purpose are embodied in this Award.

38.—Definitions.

(a) A "wickerworker" shall mean a worker in cane, pith, seagrass, bamboo, rush or any other material used in the manufacture or repair of wicker furniture, go-carts, baskets, or any article of which wicker forms a part.

(b) "Cabinetmaking" shall mean the manufacture, assembling, repair or fitting up of new or second-hand furniture, including the woodwork or wood substitutes of the following:—Pianos, billiard tables (including wooden accessories), musical, wireless and television cabinets, sewing machine stands and refrigerator cabinets.

(c) "Chairmaking" shall mean the manufacture, assembling, repair or fitting up of the woodwork of chairs, settees, lounges or other similar articles of furniture.

(d) "French polishing" shall mean the process of polishing articles of wood prepared by cabinet-makers, joiners, chairmakers and veneer-makers, by means of:—

- (i) shellac, spirits and oil, or other preparations used in place of shellac, spirits and oil; or
- (ii) the application of paint, cellulose, lacquers, enamel or similar preparations by means of spray or brush.

(e) "Veneering" shall mean the cutting, matching, taping, glueing and laying of veneers. It shall be competent for an employer to use the services of a chairmaker or cabinetmaker or an apprentice to chairmaking or cabinetmaking on this work.

39.—Apprentices.

(a) The maximum number of apprentices allowed to be employed by any employer shall be in the proportion of one apprentice to the first two (2) or fraction of two (2) journeymen: Provided that the fraction of two (2) shall not be less than one, and thereafter one apprentice to every two (2) journeymen employed by him in that branch. Provided that any employer shall have the right to apply to the Board of Reference for a greater proportion of apprentices, and the Board of Reference may grant such employer additional apprentices where the employer is able to justify his application before the Board.

(b) Apprentices may be taken to the following trades:—

- Cabinetmaking.
- Chairmaking.
- Wood machining, including shaper.
- Wood turning.
- Wood carving.
- French polishing, including all wood polishing.
- Upholstering.
- Wickervorking.

(c) In the event of a lap boy becoming apprenticed, half of the time served as a lap boy shall be allowed as part of the apprenticeship.

(d) A tool allowance of 1s. 6d. per week shall be paid to cabinetmaking, and chairmaking and wood turning apprentices in their third, fourth and fifth years of apprenticeship.

(e) The provisions of clause (c) of Regulation 25 of the 1953 Apprenticeship Regulations shall apply with the following proviso:—

Where at the date of this Award classes are provided by the Technical School over the five years of an apprenticeship the hours of attendance at such school or classes shall be eight (8) hours per week for the first school year of the apprenticeship and thereafter eight (8) hours per fortnight for the three subsequent school years.

(f) Apprentices to the trade of mattress making who are apprenticed at the date of this Award shall be bound by the provisions of this Award.

40.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill health at the rate of one-twelfth ($1/12$ th) of a week's pay for each completed month of service:

Provided that, subject to subclause (g) hereof, payment for absence through such ill-health shall be limited to one (1) week's pay in each calendar year.

(b) Payment hereunder shall be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, whichever date occurs first, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred.

(c) This clause shall not apply when the worker is entitled to compensation under the Workers' Compensation Act.

(d) A worker shall not be entitled to receive any wages from his employer for any time lost through any accident not arising out of or in the course of his employment or for any accident wherever sustained arising out of his own wilful default or for sickness arising out of his own wilful default.

(e) No worker shall be entitled to the benefits of this clause unless he produces proof satisfactory to his employer of sickness, but the employer shall not be entitled to a medical certificate unless the absence is for three (3) days or more.

(f) Notwithstanding the provisions of subclause (e) hereof, a worker, who in any calendar year, has already been allowed paid sick leave on one occasion for one day only, or less, shall not be entitled to payment for any further absence of one day only or less, unless he produces to the employer a medical certificate stating that he was unable to attend for duty on account of personal ill-health.

(g) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two (2) years but no longer from the end of the year in which it accrues.

41.—Rest Period.

In any establishment where a rest period is prescribed by this Court for factory workers other than those covered by this Award, a similar rest period shall apply to this Award.

42.—Preference to Unionists.

(a) In this clause the term "unionist" means a worker who is a financial member of the Industrial Union of Workers party to this Award.

(b) In engaging or dismissing labour (other than apprentices) preference of employment shall be given to unionists, provided that such unionists are adequately experienced in the class of work to be performed and are otherwise competent to perform the work; provided that it shall be a defence on the part of an employer charged with engaging a worker other than a "unionist" when a "unionist" was available for such engagement, that the employer having made enquiries from the appropriate Union or if in the country areas other reasonable enquiries did not know that any "unionist" competent to perform the class of work involved was available.

(c) Any worker whose application for membership of the Union has been refused shall have the right of appeal to the Industrial Registrar whose decision on such matter shall be final. Such worker who has exercised his right of appeal shall pending the decision of the Industrial Registrar have the same rights under this clause as a "unionist."

(d) Subject to subclause (e) hereof workers (other than apprentices) who are not "unionists" shall within seven days of being supplied with the necessary application form for membership, and a copy of this clause by an accredited repre-

sentative of the applicant Union, apply in the prescribed manner for membership and if accepted as a member maintain financial membership whilst employed by a respondent to this Award.

(e) Exemptions:—

(i) Any worker may apply in writing to the Industrial Registrar, Court of Arbitration, Perth (whose decision shall be final), for exemption from this clause.

(ii) An applicant for exemption shall detail in the application to the Industrial Registrar his reasons for desiring exemption, and such application shall only be valid and considered by the Industrial Registrar if it is forwarded by registered post within seven days of the applicant's receipt of the application for membership as prescribed in subclause (d).

(iii) The Industrial Registrar in the exercise of his discretion may grant exemption with such conditions as he deems desirable—

(a) if the applicant is a financial member of any other registered Industrial Union;

(b) if the employee objects on the grounds of conscientious religious belief to becoming a member of any Industrial Union;

(c) for any other reason which the Industrial Registrar deems sufficient.

(iv) A worker refused exemption by the Industrial Registrar shall within seven days of the decision make application for membership of the applicant Union and if accepted as a member maintain financial membership whilst employed by a respondent to this Award.

(f) No employer shall, while to his knowledge adequately experienced unionists competent to perform the class of work required are available, retain in his employment any worker for a period of more than seven days after being advised by the Union concerned that such worker has not complied with either subclause (d) or paragraph (iv) of subclause (e) of this clause or for a period of more than seven days after a conviction for a breach of this clause in reference to the employment of such worker.

43.—Long Service Leave.

(a) Right to Leave.

A worker shall as herein provided be entitled to leave with pay in respect of long service.

(b) Long Service.

(1) The Long Service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.

(2) Such service shall include service prior to the 1st April, 1958, if it continued until such time but only to the extent of the last 20 completed years of continuous service.

(3) (i) Where a business has, whether before or after the 1st April, 1958, been transmitted from an employer (herein called "the transmitter") to another employer (herein called "the transmittee") and a worker who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee—the period of the continuous service which the worker has had with the transmitter (including any such service with any prior transmitter) shall be deemed to be service of the worker with the transmittee.

(ii) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.

(4) Such service shall include—

(a) any period of absence from duty on any annual leave or long service leave;

(b) any period of absence from duty necessitated by sickness of or injury to the worker but only to the extent of fifteen working days in any year of his employment;

- (c) any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any Award in respect of annual leave;
- (d) any period during which the service of the worker was or is interrupted by service—
- (i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation Forces in Japan and other than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstances referred to in Section 31 (2) of the Defence Act 1903-1956, and except in Korea or Malaya after June 26th, 1950;
 - (ii) as a member of the Civil Construction Corps established under the National Security Act, 1939-1946;
 - (iii) in any of the Armed Forces under the National Service Act, 1951 (as amended).

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such leave.

(5) Service shall be deemed to be continuous notwithstanding—

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an Award, Industrial Agreement, Order or Determination under either Commonwealth or State law;
- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;
- (f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two months from the date of such termination;
- (g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six months from the date of such termination;
- (h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;
- (i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

Provided that the period of any absence from duty or the period of any interruption referred to in placita (c) to (i) inclusive of this paragraph shall not (except as set out in paragraph (4) hereof) count as service.

(c) Period of Leave.

(1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this subclause.

(2) Where a worker has completed at least 20 years' service the amount of leave shall be—

- (a) in respect of 20 years' service so completed—13 weeks' leave;
- (b) in respect of each 10 years' service completed after such 20 years—six and a half weeks' leave.

(3) Where a worker has completed at least 15 years' service since its commencement and his employment is terminated—

- (a) by his death;
 - (b) in any circumstances otherwise than by the employer for serious misconduct;
- the amount of leave shall be—

- (i) if such determination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2) hereof such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years;
- (ii) if such termination takes place after the worker has become entitled to leave under placitum (a) of paragraph (2) hereof the leave due under such placitum and in addition such proportion of 13 weeks' leave as the number of completed years of such service after the accrual of such entitlement bears to 20 years.

(4) Where a worker has completed at least 10 years' service but less than 15 years' service since its commencement and his employment is terminated—

- (i) by his death; or
- (ii) by the employer for any reason other than serious misconduct; or
- (iii) by the worker on account of sickness or injury to the worker or domestic or other pressing necessity where such sickness or injury or necessity is of such a nature as to justify or in the event of a dispute is in the opinion of the Special Board of Reference, of such a nature as to justify such termination;

the amount of leave shall be such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years.

(5) In the cases to which paragraphs (3) and (4) hereof apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(d) Payment for Period of Leave.

(1) A worker shall subject to paragraph (3) hereof, be entitled to be paid for each week of leave to which he has become entitled or is deemed to have become entitled the ordinary time rate of pay applicable to him at the date he commences such leave.

(2) Such ordinary time rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this Award, but in the case of casuals and part-time workers shall be the ordinary time rate for the number of hours usually worked up to but not exceeding the prescribed standard.

(3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the ordinary time rate of pay applicable to him at the date of accrual or, if so agreed, at the ordinary time rate of pay applicable at the date he commences such leave;

(4) The ordinary time rate of pay—

- (a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;

(b) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like.

(5) In the case of workers employed on piece or bonus work or any other system of payment by results payment shall be at ordinary time rates.

(e) Taking Leave.

(i) In a case to which paragraph (2) of subclause (c) applies:—

(a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference, having regard to the needs of the employer's establishment and the worker's circumstances.

(b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one month's notice of the date from which his leave is to be taken.

(c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three separate periods in respect of the first 13 weeks' entitlement and in not more than two separate periods in respect of any subsequent period of entitlement.

(d) Any leave shall be inclusive of any public holidays specified in this Award occurring during the period when the leave is taken but shall not be inclusive of any annual leave.

(e) Payment shall be made in one of the following ways—

(i) in full before the worker goes on leave;

(ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or

(iii) in any other way agreed between the employer and the worker.

(f) No worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker breaches this provision he shall thereupon forfeit his right to leave hereunder in respect of the unexpired period of leave upon which he has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In a case to which paragraph (3) or paragraph (4) of subclause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be Brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such a case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of 13 weeks for twenty years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State Law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of 12 months thereafter, or in the case of termination by death of the worker a period of three years thereafter, keep a record from which can be readily ascertained the name of each worker and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this Award with respect to the time and wages record.

(h) Special Board of Reference.

(1) There shall be constituted a Special Board of Reference for the purpose hereof to which all disputes and matters arising hereunder shall be referred and the Board shall determine all such disputes and matters.

(2) There shall be assigned to such Board the functions of—

(a) the settlement of disputes on any matters arising hereunder;

(b) the determination of such matters as are specifically assigned to it hereunder.

(3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trades Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

(1) The provisions of any State law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of 20 or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for and satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State law with regard to long service leave is exempted from the provisions of that law as at the first day of April, 1958, shall in respect of the workers covered by such exemption be exempt from the provision hereof.

(j) Exemptions.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service leave scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

(k) Liberty to Apply.

Liberty is granted to any party to this award to apply to the Court at any time for an appropriate variation of this clause if any of the terms and conditions operating under the code of Long Service Leave being negotiated between the Australian Council of Trade Unions and Federal Employers' Organisations is varied in any way.

In witness whereof this Award has been signed by the Conciliation Commissioner this 1st day of May, 1962.

(Sgd.) S. F. SCHNAARS,
Conciliation Commissioner.

Schedule 1.

Schedule of Respondents.

Industry.	Representative Employers.
Furniture Manufacturing, Cabinetmaking and Repairing	Hearn Manufacturing Co. Pty. Ltd. Boans Ltd. Hawthorn Coldstream Pty. Ltd. Modern Furnishing Co. Lilleyman Manufacturing Pty. Ltd. Norman's. Geraldton Building Co. Pty. Ltd. Allanson & Co. The Honourable the Minister for Works.
Chairmaking and Repairing	Hearn Manufacturing Co. Pty. Ltd. Boans Ltd. United Upholsterers. Loton Chair Works Pty. Ltd.
Wood Carving	Boans Ltd. Aherns Pty. Ltd.
Wood Turning	W. H. & R. Hawkins Pty. Ltd. Boans Ltd. A. J. Frei.
Upholstering	Hearn Manufacturing Co. Pty. Ltd. Boans Ltd. United Upholsterers.
Wood Machining	Hearn Manufacturing Co. Pty. Ltd. Boans Ltd. Joyce Bros. (W.A.) Pty. Ltd.
Wire Mattress Making	Joyce Bros. (W.A.) Pty. Ltd. J. Gadsden Pty. Ltd. Universal Spring Co. (W.A.) Pty. Ltd.
Mattress Making	Joyce Bros. (W.A.) Pty. Ltd. Apex Manufacturing Co.

Industry.	Representative Employers.
Wicker Work Manufacturing, Wicker Working	Hextall's Cane Ware (Proprietor W. S. Spargo). Boans Ltd. W.A. Institute & Industrial School for the Blind. John McCallum.
Ironwork for Wickerworking	
Picture Frame Making, Picture Framing	Quarrell's Picture Frame Manufacturers.
Billiard Table Making—Cabinet Making	A. G. Rains & Co.
Labouring	Wherever employed in association with the abovementioned industries.
Labouring, when Talling Out	Wherever employed in association with the abovementioned industries.
Labouring, Timber Stacking	Wherever employed in association with the abovementioned industries.
Wood Finishing	Hearn Manufacturing Co. Pty. Ltd.
French Polishing	Musgroves Ltd. Boans Ltd. Arcus Pty. Ltd. J. Durward.
Veneer Manufacturing	Hearn Manufacturing Co. Pty. Ltd.
Veneering	Sheraton's (Props. J. Rosen).

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 392 of 1960.

Between The Federated Engine Drivers and Firemen's Union of Workers of Western Australia, Applicant, and Anchorage Butchers Limited, Fremantle Cold Storage Company Pty. Limited and The Western Ice Co. (1919) Limited, Respondents.

HAVING heard Mr. D. McGuire on behalf of the applicant and Mr. D. E. Cort on behalf of the respondents, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare:—

That the "Engine Drivers' (Ice) Award" No. 22 of 1950, as amended, be and the same is hereby further amended and consolidated with such amendments, in the terms of the attached schedule.

Dated at Perth this 4th day of May, 1962.

By the Court,

(Sgd.) R. V. NEVILLE,
President.

[L.S.]

Schedule.

1.—Title.

This Award shall be known as the "Engine Drivers' (Ice) Award" as amended and consolidated.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Term.
5. Area.
6. Wages.
7. No Reduction.
8. Hours.
9. Overtime.
10. Annual Leave.
11. Public Holidays.
12. Shift Work.
13. Casual Workers.
14. Weekly Engagement.
15. Time and Wages Record.
16. Definitions.
17. Board of Reference.
18. Absence through Sickness.
19. Breakdowns, etc.
20. Maximum Rate.
21. Long Service Leave.

3.—Scope.

This Award shall apply to all workers engaged as engine drivers and firemen in the industry of refrigeration, ice making and cold storage, but excluding workers engaged in the processing of milk.

4.—Term.

The term of this Award shall be for two (2) years from the commencement of the first pay period commencing after the date hereof. (This Award was delivered on the 31st day of July, 1950.)

5.—Area.

This Award shall be limited in its operation to the area comprised within a radius of 20 miles from the General Post Office, Perth and the area comprised within a radius of five miles from the Post Office, Geraldton. Liberty is reserved to the Union to apply to extend the area to the town of Albany.

6.—Wages.

	Per Week
	£ s. d.
(a) Basic Wage—	
Within a radius of fifteen (15) miles from the G.P.O. Perth	14 18 9
Balance of area of Award	14 17 3
	Margin per week.
	£ s. d.
(b) (i) Engine driver who in addition to his usual duties shall have charge of plant, run ammonia compressors, have charge of dynamos and, if necessary, supervise ice drawing—50 b.h.p. and over	3 16 6
(ii) Engine driver as above on plant with a refrigeration capacity in excess of 80 tons	4 6 6
(iii) Firemen—	
First Class	2 9 6
Second Class	1 16 0

7.—No Reduction.

Nothing in this Award shall in itself operate to reduce the wage of any worker below the rate actually received by him at the date hereof.

8.—Hours.

Forty (40) hours shall constitute a week's work to be worked in five (5) shifts of eight (8) hours.

9.—Overtime.

(a) All time worked in excess of eight (8) hours on any one working day or any time worked on the rostered day off shall be deemed overtime, and shall be paid for at the rate of time and a half for the first four hours, and double time thereafter.

(b) All work performed on any of the holidays prescribed in Clause 11 of this Award shall be paid for at the rate of time and a half except when such work is outside the hours prescribed in Clause 8—Hours, when the rate shall be double time.

(c) All time worked on Sundays outside the hours prescribed in Clause 8—Hours shall be paid for at the rate of double time.

(d) Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirements.

(ii) No organisation, party to this Award, or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

10.—Annual Leave.

(a) Except as hereinafter provided a period of two (2) weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with such employer.

(b) Seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave in addition to the leave prescribed in subclause (a) hereof. Where a worker with twelve months' continuous service is engaged for part of a qualifying twelve-monthly period as a seven-day shift worker, he shall be entitled to have the period of two consecutive weeks' annual leave prescribed in subclause (a) hereof increased by one-twelfth of a week for each month he is continuously engaged as aforesaid.

(c) If any prescribed holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day, there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(d) If after one month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker the worker shall be paid one-sixth ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service, or in the case of a worker referred to in subclause (b) hereof, such payment shall be one-quarter of a week's pay at his ordinary rate of wage in respect of each such month he is so engaged.

(e) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this Award shall not count for the purpose of determining his right to annual leave.

(f) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

(g) The provisions of this clause shall not apply to casual workers.

11.—Public Holidays.

The following days, or the days observed in lieu shall subject to Clause 9 be allowed as holidays without deduction of pay, namely—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.

12.—Shift Work.

(a) A worker employed on any shift other than day shift shall be paid for afternoon shift five per cent. (5%) and for night shift ten per cent. (10%) in addition to his ordinary rate. These rates shall be replaced by those specified in subclause 9 (b) and subclause (c) hereof where work is performed during the ordinary working hours of Saturdays, Sundays and holidays.

(b) Where a worker works afternoon or night shift only, or afternoon and night shifts in rotation but does not work day shift for at least five shifts out of fifteen shifts, he shall be paid for each shift other than day shift at the rate of time and a quarter.

(c) All work performed during the ordinary hours on Saturday and Sunday shall be paid for at the rate of time and a half.

(d) Where a shift commences at or after 10 p.m., then the whole shift shall be paid for at the rate which applies to the major portion of the shift.

13.—Casual Workers.

A casual worker shall mean and include an employee competent to do the work he is engaged to do who is, without any fault of his own, dismissed or refused work (as it is hereby agreed he may be) before the expiration of one (1) week from and including the date he starts work. Casual workers shall be paid ten per cent. (10%) in addition to the rates set out above.

14.—Weekly Engagement.

Except as provided by clause 13 all employment shall be by the week.

15.—Time and Wages Record.

A time record shall be kept by each employer in which shall be entered the name of each worker, the nature of the work he is doing, the hours worked each day, and the amount of wages received by him each week; the said record shall be open to the inspection of the accredited representative of the union at any time during the ordinary office hours and he shall be allowed to take necessary extracts therefrom.

16.—Definitions.

"Fireman—first class" means a fireman who attends to two or more boilers or two or more suction gas generators or one or more boilers or one or more generators developing 1000 I.H.P. in the aggregate.

17.—Board of Reference.

(a) The Court hereby appoints, for the purpose of the Award, a Board of Reference.

(b) The Board shall consist of a chairman and two (2) other representatives, one (1) to be nominated by each of the parties.

(c) The Board is hereby assigned the following functions in the event of a disagreement between the parties bound by the Award:—

- (i) Classifying and fixing wages, rates and conditions for any machine, occupation, or calling not specifically mentioned in the Award, but so as not to contravene any of the provisions herein;
- (ii) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award or any of them;
- (iii) deciding any other matter that the Court may refer to the Board from time to time.

(d) The provisions of regulation 92 of the Industrial Arbitration Act, 1912-1961, shall be deemed to apply to any Board of Reference appointed hereunder.

18.—Absence through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service:—Provided that payment for absence through such ill-health shall be limited to one (1) week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

(b) A worker shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment or for any accident, wherever sustained arising out of his own wilful default or for sickness arising out of his own wilful default.

(c) No worker shall be entitled to the benefits of this clause unless he produces proof satisfactory to his employer of sickness, but the employer shall not be entitled to a medical certificate unless the absence is for three (3) days or more.

(d) Sick Leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year: Provided that sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two (2) years but no longer from the end of the year in which it accrues.

(e) Notwithstanding the provisions of subclause (c) hereof, a worker who in any calendar year has already been allowed paid sick leave, shall not be entitled to payment for any further absence, unless he produces to the employer a medical certificate stating that he was unable to attend for duty on account of personal ill-health, if such certificate is demanded by the employer.

19.—Breakdowns, etc.

The employer shall be entitled to deduct payment for any day or portion of a day on which the worker cannot be usefully employed because of any strike by the Union or Unions affiliated with it, or any other association or union, or through the breakdown of the employer's machinery, or any stoppage of work by any cause which the employer cannot reasonably prevent.

20.—Maximum Rate.

Notwithstanding anything contained elsewhere in this Award, no time of duty shall be required to be paid for at more than double time rate.

21.—Long Service Leave.

(a) Right to Leave.

A worker shall as herein provided be entitled to leave with pay in respect of long service.

(b) Long Service.

(1) The Long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.

(2) Such service shall include service prior to the 1st April 1958 if it continued until such time but only to the extent of the last 20 completed years of continuous service.

(3) (i) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called "the transmittor") to another employer (herein called "the transmittee") and a worker who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee—the period of the continuous service which the worker has had with the transmittor (including any such service with any prior transmittor) shall be deemed to be service of the worker with the transmittee.

(ii) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.

(4) Such service shall include—

(a) any period of absence from duty on any annual leave or long service leave;

(b) any period of absence from duty necessitated by sickness or injury to the worker but only to the extent of fifteen working days in any year of his employment;

(c) any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave;

(d) any period during which the service of the worker was or is interrupted by service—

- (i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation Forces in Japan and other than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstances referred to in section 31 (2) of the Defence Act 1903-1956, and except in Korea or Malaya after June 26, 1950;
- (ii) as a member of the Civil Construction Corps established under the National Security Act, 1939-1946;
- (iii) in any of the Armed Forces under the National Service Act, 1951 (as amended).

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such service.

(5) Service shall be deemed to be continuous notwithstanding—

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an Award, Industrial Agreement, Order or Determination under either Commonwealth or State law;
- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;
- (f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two months from the date of such termination;
- (g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six months from the date of such termination;
- (h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;
- (i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

Provided that the period of any absence from duty or the period of any interruption referred to in placita (c) to (i) inclusive of this paragraph shall not (except as set out in paragraph (4) hereof) count as service.

(c) Period of Leave.

(1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this subclause.

(2) Where a worker has completed at least 20 years' service the amount of leave shall be—

- (a) in respect of 20 years' service so completed—13 weeks' leave;
- (b) in respect of each 10 years' service completed after such 20 years—six and a half weeks' leave.

(3) Where a worker has completed at least 15 years' service since its commencement and his employment is terminated—

- (a) by his death;
 - (b) in any circumstances otherwise than by the employer for serious misconduct;
- the amount of leave shall be—

- (i) if such determination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2) hereof such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years;
- (ii) if such termination takes place after the worker has become entitled to leave under placitum (a) of paragraph (2) hereof the leave due under such placitum and in addition such proportion of 13 weeks' leave as the number of completed years of such service after the accrual of such entitlement bears to 20 years.

(4) Where a worker has completed at least 10 years' service but less than 15 years' service since its commencement and his employment is terminated—

- (i) by his death; or
- (ii) by the employer for any reason other than serious misconduct; or
- (iii) by the worker on account of sickness or injury to the worker or domestic or other pressing necessity where such sickness or injury or necessity is of such a nature as to justify or in the event of a dispute is in the opinion of the Special Board of Reference, of such a nature as to justify such termination;

the amount of leave shall be such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years.

(5) In the cases to which paragraphs (3) and (4) hereof apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(d) Payment for Period of Leave.

(1) A worker shall subject to paragraph (3) hereof, be entitled to be paid for each week of leave to which he has become entitled or is deemed to have become entitled the ordinary time rate of pay applicable to him at the date he commences such leave.

(2) Such ordinary time rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this award, but in the case of casuals and part-time workers shall be the ordinary time rate for the number of hours usually worked up to but not exceeding the prescribed standard.

(3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the ordinary time rate of pay applicable to him at the date of accrual or, if so agreed, at the ordinary time rate of pay applicable at the date he commences such leave.

(4) The ordinary time rate of pay—

- (a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;
- (b) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like.

(5) In the case of workers employed on piece or bonus work or any other system of payment by results payment shall be at ordinary time rates.

(e) Taking Leave.

(1) In a case to which paragraph (2) of subclause (c) applies—

- (a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference, having regard to the needs of the employer's establishment and the worker's circumstances.
- (b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one month's notice of the date from which his leave is to be taken.
- (c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three separate periods in respect of the first 13 weeks' entitlement and in not more than two separate periods in respect of any subsequent period of entitlement.
- (d) Any leave shall be inclusive of any public holidays specified in this award occurring during the period when the leave is taken but shall not be inclusive of any annual leave.
- (e) Payment shall be made in one of the following ways—
 - (i) in full before the worker goes on leave;
 - (ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or
 - (iii) in any other way agreed between the employer and the worker.
- (f) No worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker breaches this provision he shall thereupon forfeit his right to leave hereunder in respect of the unexpired period of leave upon which he has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In a case to which paragraph (3) or paragraph (4) of subclause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of 13 weeks for twenty (20) years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of 12 months thereafter, or in the case of termination by death of the worker a period of three years thereafter, keep a record from which can be readily ascertained the name of each worker, and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this award with respect to the time and wages record.

(h) Special Board of Reference.

(1) There shall be constituted a Special Board of Reference for the purpose hereof to which all disputes and matters arising hereunder shall be referred and the Board shall determine all such disputes and matters.

(2) There shall be assigned to such Board the functions of—

- (a) the settlement of disputes on any matters arising hereunder;
- (b) the determination of such matters as are specifically assigned to it hereunder.

(3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisation named in this paragraph.

(i) State Law.

(1) The provisions of any State law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of 20 or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for and satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State law with regard to long service leave is exempted from the provisions of that law as at the first day of April, 1958, shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

(j) Exemptions.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service leave scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

(k) Liberty to Apply.

Liberty is granted to any party to this award to apply to the Court at any time for an appropriate variation of this clause if any of the terms and conditions operating under the code of Long Service Leave being negotiated between the Australian Council of Trade Unions and Federal Employers' Organisations is varied in any way.

IN THE COURT OF ARBITRATION
OF WESTERN AUSTRALIA.

No. 42 of 1961.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and Besser Vibrapac Masonry (W.A.) Ltd. and Jaywoth Masonry Ltd., Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the said reference of industrial dispute was remitted by the Court to the Conciliation Commissioner, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said Agreement an Award of the Court. Now, therefore, the Conciliation Commissioner, pursuant to section 65 of the Industrial Arbitration Act, 1912-1961, and all other powers therein enabling him, hereby declare the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

(Note:—Wherever the word "Award" occurs herein, it shall be taken to mean and include "Agreement".)

Schedule of Agreed Clauses.

Award.

1.—Title.

This Award shall be known as the "Concrete Masonry Block Manufacturing Award."

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Definitions.
7. Hours.
8. Overtime.
9. Wages.
10. Shift Work.
11. Leading Hands.
12. Higher Duties.
13. Contract of Service.
14. Breakdowns.
15. Absence Through Sickness.
16. Holidays and Annual Leave.
17. Junior Workers Certificate.
18. Gloves.
19. First Aid.
20. Records.
21. Interviewing Workers.
22. Board of Reference.
23. Long Service Leave.

3.—Scope.

This Award shall apply to the workers employed in the classifications set out in Clause 9 hereof.

4.—Area.

This Award shall have effect over the area comprised within a radius of fifteen (15) miles from the G.P.O., Perth.

5.—Term.

The term of this Award shall be for a period of three (3) years from the beginning of the first pay period commencing after the date hereof.

6.—Definitions.

"Casual worker" shall mean a worker employed for less than one (1) week.

7.—Hours.

(a) Day Workers.

(i) The ordinary working hours shall not exceed forty (40) in any one week and shall not exceed eight (8) hours in any one day Monday to Friday inclusive and except in the case of shift workers, shall be worked between the hours of 7.30 a.m. and 5 p.m.

(ii) The meal interval shall not exceed forty-five (45) minutes.

(b) Shift Workers.

(i) The ordinary working hours shall not exceed forty (40) in any one week to be worked in five (5) shifts of eight (8) hours each Monday to Friday inclusive.

(ii) Where three shifts are worked the forty (40) hours shall then be inclusive of crib time which shall not exceed twenty (20) minutes and shall be taken at the employer's convenience at such times as not to cause a stoppage of work.

8.—Overtime

(a) (i) Day Workers.—All time worked in excess of the ordinary daily hours of duty or on Saturday shall be paid for at the rate of time and a half for the first four hours and double time thereafter except that all work performed after noon on Saturday shall be paid for at the rate of double time.

(ii) Shift Workers.—All time worked in excess of the ordinary daily rostered hours shall be paid for at the rate of time and a half for the first four hours and double time thereafter. Such overtime on shift work shall be based on the rate payable for shift work.

(b) The rates prescribed by subclause (a) hereof shall not apply to excess time due to private arrangement between the workers themselves or to excess time owing to a relieving man not coming on at the appointed time. The time for which any worker may be paid at ordinary rates instead of overtime due to a relieving man not coming on at the proper time shall not exceed two (2) hours, after the expiration of which overtime rates shall apply for the whole of the extra time worked.

(c) A worker required to work overtime for more than two (2) hours, without being notified on the previous day or earlier that he will be so required to work, shall be supplied with a meal by the employer or paid five shillings (5s.) for a meal.

If the amount of overtime required to be worked necessitates a second or subsequent meal, the employer shall, unless he has notified the workers concerned on the previous day or earlier that such second or subsequent meal will also be required, provide such meals or pay an amount of three shillings and fourpence (3s. 4d.) for each such second or subsequent meal.

No such payments need be made to workers living in the same locality as their workshops who can reasonably return home for such meals.

If a worker in consequence of receiving such notice has provided himself with a meal or meals and is not required to work overtime or is required to work less overtime than notified, he shall be paid the amounts above prescribed in respect of the meals not then required.

(d) When a worker is required for duty during the meal interval whereby his meal time is postponed for more than one (1) hour, he shall be paid at overtime rates from the time he usually commences his meal interval until he gets his meal.

(e) All work done on Sundays shall be paid for at the rate of double time.

(f) In the calculation of overtime rates, each day shall stand alone; Provided that, when a worker continues working beyond midnight on any day, the hours worked after midnight shall be counted as part of the previous day's work for the purpose of calculating the rates to be paid.

(g) Notwithstanding anything contained herein—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirements.

(ii) No organisation, party to this Award, or worker or workers covered by this Award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(h) (i) Rest period after overtime. When overtime work is necessary it shall, wherever reasonably practicable be so arranged that workers have at least eight (8) consecutive hours off duty between the work of successive days.

(ii) A worker (other than a casual worker) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least eight (8) consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(iii) If, on the instructions of his employer, such a worker resumes or continues work without having had such eight (8) consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

9.—Wages.

The minimum rates of wages payable to workers covered by this Award shall be as follows:

	Per Week
	£ s. d.
(a) Basic Wage	14 18 9
	Margin over basic wage per week
(b) Adult Wages:	£ s. d.
Weighbatch-Mixer Operator	2 15 0
Block Machine Operator	2 15 0
Off bearer who operates Block Machine	2 15 0
Fork Lift Operator	3 4 6
Platform Truck Operator	2 1 6
Takers off—Machine	2 0 0
Takers off—Other	1 15 0
(c) Junior Workers:	Percent. of Male Basic Wage
Adult Wages	
14-15 years of age	35
15-16 years of age	45
16-17 years of age	55
17-18 years of age	65
18-19 years of age	75
19-20 years of age	85
20-21 years of age	95

(d) Casual workers shall be paid at the rate of ten per cent. (10%) in addition to the rates prescribed herein.

10.—Shift Work.

For all work performed on any shift other than day shift payment shall be made at the rate of five per cent. (5%) for afternoon shift and ten per cent. (10%) for night shift in addition to the rates prescribed.

11.—Leading Hands.

Any worker appointed as a leading hand by the employer shall be paid the following amounts in addition to his ordinary wages when placed in charge of—

(i) not less than three (3) and not more than ten (10) other workers nineteen shillings (19s.) per week;

(ii) more than ten (10) other workers one pound eighteen shillings and sixpence (£1 18s. 6d.) per week.

12.—Higher Duties.

A worker engaged for more than half of one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for not more than half of one day or shift he shall be paid the higher rate for the time so worked.

13.—Contract of Service.

(a) Except in the case of casual workers the contract of service shall be by the week and shall be terminable by one week's notice given on either side on any day or by the payment or forfeiture as the case may be of one week's wages in lieu of notice.

(b) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except such absence from work as is due to illness and comes within the provisions of clause 15 or such absence is on account of holidays, annual leave or long service leave to which the worker is entitled under the provisions of this Award.

(c) This clause does not affect the right to dismiss for misconduct.

14.—Breakdowns.

The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the Union or unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery, or any stoppage of work from any cause which the employer cannot reasonably prevent.

15.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health at the rate of one-twelfth (1/12th) of a week's pay for each completed month of service: Provided that, subject to subclause (f) hereof, payment for absence through such ill-health shall be limited to one (1) week's pay in each calendar year.

(b) Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred.

(c) This clause shall not apply when the worker is entitled to compensation under the Workers' Compensation Act.

(d) A worker shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment or for any accident, wherever sustained, arising out of his own wilful default or for sickness arising out of his own wilful default.

(e) No worker shall be entitled to the benefits of this clause unless he produces proof satisfactory to his employer of sickness, but the employer shall not be entitled to a medical certificate unless the absence is for three (3) days or more.

(f) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker, and subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two (2) years, but no longer from the end of the year in which it accrues.

16.—Holidays and Annual Leave.

(a) (i) The following days, or the days observed in lieu shall, subject to subclause (b) hereof, be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.

(ii) Where Christmas Day, Boxing Day or New Year's Day fall on a Sunday and where Christmas Day or New Year's Day fall on a Saturday such holiday or holidays shall be observed on the next succeeding working day or days which shall be deemed a holiday or holidays without deduction of pay in lieu of the days named.

(b) All work performed on any of the foregoing days shall be paid for at the rate of double time.

(c) On any public holiday not prescribed as a holiday under this Award the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.

(d) Except as hereinafter provided a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with such employer.

(e) If any prescribed holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(f) If after one month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(g) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this Award shall not count for the purpose of determining his right to annual leave.

(h) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (f) of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

(i) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned annual leave may be taken in not more than two periods.

(j) The provisions of this clause shall not apply to casual workers.

17.—Junior Workers Certificate.

Junior workers, upon being engaged, shall if required furnish an employer with a certificate containing the following particulars:—

(i) Name in full.

(ii) Date of birth.

In the event of the age of the worker being wrongfully stated in the certificate, a breach of this Award shall not be deemed to have been committed by the employer, and the worker shall have no claim upon the employer for additional pay.

18.—Gloves.

Gloves shall be provided to workers who require them for the protection of their hands.

19.—First Aid.

An adequate first aid outfit shall be provided and maintained by the employer.

20.—Records.

(a) The employer shall keep a time and wages record showing the name of each worker, and the nature of his work, the hours worked each day and the wages and allowances paid each week. Any system of automatic recording by means of machines shall be deemed to comply with this provision to the extent of the information recorded.

(b) The time and wages record shall be open for inspection by a duly accredited official of the Union during the usual office hours, at the employer's office or other convenient place for the purpose of this paragraph, and if for any reason the record be not available at the works when the official calls to inspect it, it shall be made available for inspection within a reasonable time either at the employer's office or at the works.

21.—Interviewing workers.

An accredited representative of the Union shall, with the consent of the employer, be permitted to inspect the working place of the employer at all reasonable times and interview the workers covered by this Award.

22.—Board of Reference.

The Court may appoint for the purpose of this Award a Board of Reference. Such board shall consist of a chairman and two other representatives, one to be nominated by each of the parties as prescribed by regulations.

There are assigned to such Board in the event of no agreement being arrived at between the parties to this Award, the functions of—

(a) adjusting any matters of difference which may arise from time to time, except such as involve interpretations of the provisions of the Award or any of them;

(b) deciding any other matter that the Court may refer to such Board from time to time.

An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1961, which for the purpose are embodied in this Award.

23.—Long Service Leave.

(a) Right to Leave.

A worker shall as herein provided be entitled to leave with pay in respect of long service.

(b) Long Service.

(1) The Long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.

(2) Such service shall include service prior to the 1st April, 1958, if it continued until such time but only to the extent of the last 20 completed years of continuous service.

(3) (i) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called "the transmitter") to another employer (herein called "the

transmittee") and a worker who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee—the period of the continuous service which the worker has had with the transmitter (including any such service with any prior transmitter) shall be deemed to be service of the worker with the transmittee.

(ii) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.

(4) Such service shall include—

- (a) Any period of absence from duty on any annual leave or long service leave.
- (b) Any period of absence from duty necessitated by sickness of or injury to the worker but only to the extent of fifteen working days in any year of his employment.
- (c) Any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave.
- (d) Any period during which the service of the worker was or is interrupted by service—
 - (i) As a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation Forces in Japan and other than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstance referred to in section 31 (2) of the Defence Act 1903-1956, and except in Korea or Malaya after June 26, 1950;
 - (ii) As a member of the Civil Construction Corps established under the National Security Act, 1939-1946;
 - (iii) In any of the Armed Forces under the National Service Act, 1951 (as amended).

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such service.

(5) Service shall be deemed to be continuous notwithstanding—

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an Award, Industrial Agreement, Order or Determination under either Commonwealth or State law;
- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;
- (f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two months from the date of such termination;
- (g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six months from the date of such termination;

(h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;

(i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address in which case it shall be deemed to have reached him in due course of post.

Provided that the period of any absence from duty or the period of any interruption referred to in placita (c) to (i) inclusive of this paragraph shall not (except as set out in paragraph (4) hereof) count as service.

(c) Period of Leave.

(1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this subclause.

(2) Where a worker has completed at least 20 years' service the amount of leave shall be—

- (a) in respect of 20 years' service so completed—13 weeks' leave;
- (b) in respect of each 10 years' service completed after such 20 years—six and a half weeks' leave.

(3) Where a worker has completed at least 15 years' service since its commencement and his employment is terminated—

- (a) by his death;
- (b) in any circumstances otherwise than by the employer for serious misconduct;

the amount of leave shall be—

- (i) if such determination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2) hereof such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years;
- (ii) if such termination takes place after the worker has become entitled to leave under placitum (a) of paragraph (2) hereof the leave due under such placitum and in addition such proportion of 13 weeks' leave as the number of completed years of such service after the accrual of such entitlement bears to 20 years.

(4) Where a worker has completed at least 10 years' service but less than 15 years' service since its commencement and his employment is terminated—

- (i) by his death; or
- (ii) by the employer for any reason other than serious misconduct; or
- (iii) by the worker on account of sickness of or injury to the worker or domestic or other pressing necessity where such sickness or injury or necessity is of such a nature as to justify or in the event of a dispute is in the opinion of the Special Board of Reference, of such a nature as to justify such termination;

the amount of leave shall be such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years.

(5) In the cases to which paragraphs (3) and (4) hereof apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(d) Payment for Period of Leave.

(1) A worker shall subject to paragraph (3) hereof, be entitled to be paid for each week of leave to which he has become entitled or is deemed to have become entitled the ordinary time rate of pay applicable to him at the date he commences such leave.

(2) Such ordinary time rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this award, but in the case of casuals and part-time workers shall be the ordinary time rate for the number of hours usually worked up to but not exceeding the prescribed standard.

(3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the ordinary time rate of pay applicable to him at the date of accrual or, if so agreed, at the ordinary time rate of pay applicable at the date he commences such leave.

(4) The ordinary time rate of pay—

- (a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;
 - (b) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like.
- (5) In the case of workers employed on piece or bonus work or any other system of payment by results payment shall be at ordinary time rates.

(e) Taking Leave.

(1) In a case to which paragraph (2) of subclause (c) applies—

- (a) leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference, having regard to the needs of the employer's establishment and the worker's circumstances.
- (b) except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one month's notice of the date from which his leave is to be taken.
- (c) leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three separate periods in respect of the first 13 weeks' entitlement and in not more than two separate periods in respect of any subsequent period of entitlement.
- (d) any leave shall be inclusive of any public holidays specified in this award occurring during the period when the leave is taken but shall not be inclusive of any annual leave.
- (e) payment shall be made in one of the following ways—
 - (i) in full before the worker goes on leave;
 - (ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or
 - (iii) in any other way agreed between the employer and the worker.

(f) No worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker breaches this provision he shall thereupon forfeit his right to leave hereunder in respect of the unexpired period of leave upon which he has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In a case to which paragraph (3) or paragraph (4) of subclause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be Brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such a case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of 13 weeks for twenty years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State Law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of 12 months thereafter, or in the case of termination by death of the worker a period of three years thereafter, keep a record from which can be readily ascertained the name of each worker and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this award with respect to the time and wages record.

(h) Special Board of Reference.

(1) There shall be constituted a Special Board of Reference for the purpose hereof to which all disputes and matters arising hereunder shall be referred and the Board shall determine all such disputes and matters.

(2) There shall be assigned to such Board the functions of—

- (a) the settlement of disputes on any matters arising hereunder;
- (b) the determination of such matters as are specifically assigned to it hereunder.

(3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to

time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

(1) The provisions of any State law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of 20 or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for and satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State law with regard to long service leave is exempted from the provisions of that law as at the first day of April, 1958, shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

(j) Exemptions.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service leave scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

(k) Liberty to Apply.

Liberty is granted to any party to this award to apply to the Court at any time for an appropriate variation of this clause if any of the terms and conditions operating under the code of Long Service Leave being negotiated between the Australian Council of Trade Unions and Federal Employers' Organisations is varied in any way

I certify pursuant to Section 65 of the Industrial Arbitration Act, 1912-1961, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 16th day of April, 1962.

S. F. SCHNAARS,
Conciliation Commissioner.

Filed at my office this 16th day of April, 1962.

(Sgd.) R. H. WILLEY,
Actg. Clerk of the Court.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 203 of 1961.

Between Federated Miscellaneous Workers' Union of Australia, West Australian Branch, Union of Workers, Applicant, and Guildford Grammar School and others, Respondents.

HAVING heard Mr. D. C. Lippiatt on behalf of the applicant and Mr. G. J. Martin on behalf of the Respondents, I, the undersigned, Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1961, do hereby order and declare—

That the Independent Day and Boarding Schools Award No. 33 of 1959 be amended in accordance with the attached schedule.

Dated at Perth this 6th day of April, 1962.

(Sgd.) S. F. SCHNAARS,
Conciliation Commissioner.

Schedule.

Delete subclause (i) (a) of clause 5—Hours and insert in lieu thereof the following:—

(i) Other than Groundsmen.

(a) The ordinary working hours shall not exceed forty (40) in any one week and shall not exceed eight (8) in any one day and shall be worked on any five or five and a half days of the week.

Delete subclause (b) of clause 7 and insert in lieu thereof the following:—

(b) Overtime shall be paid for at the rate of time and a half for the first four hours and double time thereafter, provided that all time worked outside the daily spread of hours referred to in clause 5 (i) (b) or overtime worked on Sundays shall be paid for at the rate of double time.

Delete subclause (c) of clause 8 and insert in lieu thereof the following:—

(c) An employee required for duty on his or her rostered day off shall be paid at overtime rates with a minimum engagement on such day of four hours. Provided that in lieu of payment at overtime rates time off equivalent to the time worked may be granted when overtime is occasioned through the failure of another worker to report for duty or due to private arrangements between the workers themselves.

Delete clause 11 and insert in lieu thereof the following:—

Clause 11.—Holidays and Annual Leave.

(1) Groundsmen.

(a) The following days, or the days observed in lieu, shall, subject to clause 7 hereof, be allowed as holidays without deduction of pay, namely—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in the subclause.

(b) On any public holiday not prescribed as a holiday under this Award the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.

(c) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday such holiday shall be observed on the next succeeding Tuesday; in each case the substituted day shall be deemed a holiday without deduction of pay, in lieu of the day for which it is substituted.

(d) Except as hereinafter provided, a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with such employer.

(e) If any Award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(f) If after one (1) month's continuous service in any qualifying twelve monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth (1/6th) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(g) All work performed on Australia Day, Anzac Day, Labour Day and Queen's Birthday prescribed in subclause (a) hereof shall be

paid for at the rate of double time or at the option of the employer shall be paid for at ordinary rates and an additional day on full pay shall be added to the amount of annual leave to which the worker is entitled under this clause for each day or part of a day so worked.

Provided that if as a result of the worker's own default only part of the days named in this subclause are worked by the worker on any such day, an addition shall be made to such annual leave equivalent to the time actually worked on such day.

(2) Others.

(a) Except as hereinafter provided a period of four (4) weeks' leave, with payment of ordinary wages as prescribed shall be allowed annually to a worker after a period of twelve (12) months' continuous service with such employer.

(b) If after one (1) month's continuous service in any qualifying twelve (12) monthly period a worker lawfully leaves his employment or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-third ($\frac{1}{3}$) of a week's pay in respect of each completed month of continuous service.

(c) Such leave may be granted during the recess periods to suit the convenience of the employer provided that two (2) weeks of such leave shall be allowed consecutively.

(3) General.

(a) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay, or time spent on annual leave as prescribed by this Award, shall not count for the purpose of determining his right to annual leave.

(b) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclauses 1 (f) and 2 (c) of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers, he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

(c) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(d) The provisions of this clause shall not apply to casual workers.

(e) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

Delete subclause (d) of clause 13 and insert in lieu thereof the following:—

(d) (i) With the exception of groundsmen the foregoing provisions shall not affect the right of an employer to stand down workers without pay during the summer recess when no work is available and provided further that the employer may stand down laundry workers without pay during any recess period provided such laundry workers have been advised in writing at the commencement of the first school term in each year of the period or periods of such stand down.

(ii) The maximum period of the stand down shall be four weeks in any one year except in the case of laundry workers when subject to (i) hereof the period may be eight (8) weeks in any one year.

Provided that these maximum periods of stand down shall not apply where any other arrangements are agreed upon between the employer and the worker concerned.

Delete subclause (c) of clause 17 and insert in lieu thereof the following:—

(c) Provided the worker has signed an authorisation to deduct over a specified period, an employer may deduct from such worker a proportionate amount of board for two

(2) meals each working day. Such authorisation may be cancelled by a worker by written notice to the employer, giving not less than seven days' notice of such cancellation.

Add new clause 30—Preference.

Clause 30.—Preference.

(a) In this clause the term "Unionist" means a worker who is a financial member of the industrial union of workers party to this Award.

(b) In engaging or dismissing labour preference of employment shall be given to unionists provided that such unionists are adequately experienced in the class of work to be performed and are otherwise competent to perform the work; provided further that it shall be a defence on the part of an employer charged with engaging a worker other than a "Unionist" when a "Unionist" was available for such engagement, that the employer having made enquiries from the appropriate Union did not know that any "Unionist" competent to perform the class of work involved was available.

(c) Any worker whose application for membership of the Union has been refused shall have the right of appeal to the Industrial Registrar whose decision on such matter shall be final. Such worker who has exercised his right of appeal shall pending the decision of the Industrial Registrar have the same rights under this clause as a "Unionist."

(d) Subject to sub-clause (e) hereof workers who are not "Unionists" shall within seven days of being supplied with the necessary application form for membership and a copy of this clause by an accredited representative of the applicant Union, apply in the prescribed manner for membership and if accepted as a member maintain financial membership whilst employed by a respondent to this Award.

(e) Exemptions:

(i) Any worker may apply in writing to the Industrial Registrar, Court of Arbitration, Perth, (whose decision shall be final) for exemption from this clause.

(ii) An applicant for exemption shall detail in the application to the Industrial Registrar his reasons for desiring exemption, and such application shall only be valid and considered by the Industrial Registrar if it is forwarded by registered post within seven days of the applicant's receipt of the application for membership as prescribed in subclause (d).

(iii) The Industrial Registrar in the exercise of his discretion may grant exemption with such conditions as he deems desirable:—

(a) If the applicant is a financial member of any other registered industrial Union.

(b) If the employee objects on the grounds of conscientious religious belief to becoming a member of any industrial union—and

(c) For any other reason which the Industrial Registrar deems sufficient.

(iv) A worker refused exemption by the Industrial Registrar shall within seven days of the decision make application for membership of the applicant Union and if accepted as a member maintain financial membership whilst employed by a respondent to this Award.

(v) No employer shall, while to his knowledge adequately experienced unionists competent to perform the class of work required are available, retain in his employment any worker for a period of more than seven days after

being advised by the Union concerned that such worker has not complied with either subclause (d) or paragraph 4 of subclause (e) of this clause or for a period of more than seven days after a conviction for a breach of this clause in reference to the employment of such worker.

This amendment shall operate as from the beginning of the first pay period commencing on or after the date hereof.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

Between Christiani-Nielsen and Clough, Applicants,
and The Federated Engine Drivers' and Fire-
men's Union of Workers of Western Australia,
Respondent.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said agreement an Award of the Court: Now, therefore, the Court, pursuant to section 65 of the Industrial Arbitration Act, 1912-1961, and all other powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court:—

Memorandum of Agreement.

(Note.—Wherever the word "Award" occurs herein it shall be taken to mean and include "Agreement").

1.—Title.

This Award shall be known as the Engine Drivers' (Ord River) Award.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Term.
4. Area.
5. Scope.
6. Hours.
7. Overtime.
8. Saturday and Sunday Work.
9. Holidays.
10. Annual Leave.
11. Casual Workers.
12. Contract of Service.
13. Absence Through Sickness.
14. Time and Wages Record.
15. Board of Reference.
16. No Reduction.
17. Breakdowns.
18. Meals.
19. Distant Work.
20. Mixed Functions.
21. Long Service Leave.
22. District Allowance.
23. Preference.
24. Fares Outside Metropolitan Area.
25. Wages.

3.—Term.

The term of this Award shall be for one (1) year from the date of delivery.

4.—Area.

This Award shall operate over the area comprised in the works of the Respondent.

5.—Scope.

This Award shall apply to certified workers employed by the respondent operating all types of jib cranes, gantry cranes and diesel locomotives.

6.—Hours.

(a) Forty (40) hours shall constitute a week's work.

(b) The ordinary working hours shall not exceed eight (8) per day Monday to Friday inclusive, to be worked between 7 a.m. and 5 p.m.

(c) The starting and finishing times may be altered by mutual agreement between the worker and the employer.

7.—Overtime.

(a) Overtime shall mean all time worked outside of or in excess of the usual hours of labour and shall be paid at the rate of time and a half for the first two hours and thereafter at the rate of double time.

(b) Where a worker, having finished work for the day, is recalled to duty, he shall be paid as for a minimum period of three (3) hours at overtime rates.

8.—Saturday and Sunday Work.

(a) All work performed between midnight on Friday and midnight on Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter. All work performed between midnight on Saturday and midnight on Sunday shall be paid at double time.

(b) No employer shall without consent of the Union, employ drivers other than regular drivers of his machines for work on weekends or on holidays, provided that such regular drivers make themselves available for such work.

9.—Holidays.

(a) The following days or days observed in lieu shall be granted as holidays to the workers without deduction of pay, namely:—New Year's Day, Australia Day, Good Friday, Easter Monday, Labour Day, Foundation Day, Anzac Day, Christmas Day, Boxing Day and one other day to be agreed upon by the parties.

(b) All time of duty on such holidays shall be paid for at the rate of double time.

10.—Annual Leave.

(a) Except as hereinafter provided, a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to all workers, after a period of twelve (12) months' service with the employer.

(b) If any Award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day, there shall be added to that period one (1) day being an ordinary working day for each such holiday observed as aforesaid.

(c) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay, or time spent on holidays or annual leave as prescribed by this Award, shall not count for the purpose of determining his right to annual leave.

(d) If after one (1) month's continuous service in any qualifying twelve monthly period, a worker lawfully leaves his employment or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth ($\frac{1}{6}$ th) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(e) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (d) hereof to such leave on full pay as is proportionate to his length of service during that period with such employer and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

(f) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(ii) In special circumstances and by mutual consent of the employer, the worker and the Union, annual leave may be taken in not more than two periods.

(g) The provisions of this clause shall not apply to casual workers.

11.—Casual Workers.

"Casual Worker" means a worker who is employed for less than one (1) week. Casual workers shall be paid ten per cent. (10%) in addition to the prescribed rates.

12.—Contract of Service.

Except in the case of casuals, one (1) week's notice on either side shall be required to terminate the employment of any worker. If such notice is not given, one week's wages shall be paid or forfeited.

13.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health at the rate of one-twelfth (1/12th) of a week's pay for each completed month of service. Provided that subject to subclause (g) hereof, payment for absence through such ill-health shall be limited to one (1) week's pay in each calendar year.

(b) Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred.

(c) This clause shall not apply when the worker is entitled to compensation under the Workers' Compensation Act.

(d) A worker shall not be entitled to receive any wages from his employer for any time lost through any accident not arising out of or in the course of his employment or for any accident wherever sustained arising out of his own wilful default or for sickness arising out of his own wilful default.

(e) No worker shall be entitled to the benefits of this clause unless he produces proof satisfactory to his employer of sickness, but the employer shall not be entitled to a medical certificate unless the absence is for three (3) days or more.

(f) Notwithstanding the provisions of subclause (e) hereof, a worker, who in any calendar year has already been allowed paid sick leave for one day only or less shall not be entitled to payment for any further absence unless he produces to the employer a medical certificate stating that he was unable to attend for duty on account of personal ill health, if such certificate is demanded by the employer.

(g) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker, and subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two (2) years but no longer from the end of the year in which it accrues.

14.—Time and Wages Record.

Each employer shall provide a time and wages book to be kept in a place where it is easily accessible to both the employer and the worker.

Such book shall record the name of the worker, the time he starts and finishes work each day, and the number of hours worked by, and the wages, overtime and meal money paid to each worker, and his signature for same. Provided that an employer may at his option in lieu of a time and wages book provide a mechanical clock for the purpose of recording the starting and finishing times of workers, in which case a record of the number of hours worked each day by each worker and the wages, overtime and meal money paid to each worker, shall be entered on a card or check (used in connection with such clock) which shall be signed by each worker on receipt of his earnings each week. The employer shall be responsible for the correct keeping of time and wages book,

or card or check which record shall be open to inspection by any duly authorised representative of the Union during ordinary working hours on any day.

15.—Board of Reference.

(a) The Court may appoint for the purpose of the Award a Board of Reference. Such Board shall consist of a Chairman and two other representatives, one to be nominated by each of the parties as prescribed by the regulations. There are assigned to such Board in the event of no agreement being arrived at between the parties to the Award the function of—

(i) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award or any of them;

(ii) deciding any other matter that the Court may refer to such Board from time to time.

(b) An appeal shall lie from any decision of such Board, in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1961, which for this purpose are embodied in this Award.

16.—No Reduction.

Nothing herein shall in itself operate to reduce the wages of any worker below the rate actually received by him at the date of this Award.

17.—Breakdowns.

The employer shall be entitled to deduct payment for any day or portion of a day on which the worker cannot be usefully employed because of any strike by the Union or unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

18.—Meals.

(a) When a worker without being notified on the previous day is required to continue working after the usual knock-off time for more than two (2) hours, he shall be provided with any meal required or shall be paid five shillings (5s.) in lieu thereof.

(b) A worker shall not be required to work for more than four (4) hours' overtime without a break for a meal.

(c) Not less than forty-five (45) nor more than sixty (60) minutes shall be allowed for a meal break.

19.—Distant Work.

Workers engaged on such work that they cannot be returned to their homes at night, shall be provided by the employer with board and lodging.

20.—Mixed Functions.

(a) A worker who is called upon to perform two or more grades of work for more than two hours in any day or shift, shall be paid such higher rate for the whole of the day or shift.

(b) Should any worker be required to perform work in any lower grade, his wages shall not be reduced whilst employed in such capacity.

21.—Long Service Leave.

(a) Right to Leave.

A worker shall as herein provided be entitled to leave with pay in respect of long service.

(b) Long Service.

(1) The long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.

(2) Such service shall include service prior to the coming into operation hereof if it continued until such time but only to the extent of the last 20 completed years of continuous service.

(3) (i) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called "the transmitter") to another employer (herein called "the transferee") and a worker who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee, the period of continuous service which the worker has had with the transmitter (including any such service with any prior transmitter) shall be deemed to be service of the worker with the transferee.

(ii) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.

(4) Such service shall include—

- (a) any period of absence from duty on any annual leave or long service leave;
- (b) any period of absence from duty necessitated by sickness of or injury to the worker but only to the extent of fifteen working days in any year of his employment;
- (c) any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave;
- (d) any period during which the service of the worker was or is interrupted by service—
 - (i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation Forces in Japan and other than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstances referred to in section 31 (2) of the Defence Act, 1903-1956, and except in Korea or Malaya after June 26, 1950;
 - (ii) as a member of the Civil Construction Corps established under the National Security Act, 1939-1946;
 - (iii) in any of the Armed Forces under the National Service Act, 1951 (as amended).

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such service.

(5) Service shall be deemed to be continuous notwithstanding—

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an award, industrial agreement, order or determination under either Commonwealth or State law;
- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;
- (f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two months from the date of such termination;
- (g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by

the same employer within a period not exceeding six months from the date of such termination;

- (h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;
- (i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

Provided that the period of any absence from duty or the period or any interruption referred to in placita (c) to (i) inclusive of this paragraph shall not (except as set out in paragraph (4) hereof) count as service.

(c) Period of Leave.

(1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this subclause.

(2) Where a worker has completed at least 20 years' service the amount of leave shall be—

- (a) in respect of 20 years' service as completed—13 weeks' leave;
- (b) in respect of each 10 years' service completed after such 20 years—six and a half weeks' leave.

(3) Where a worker has completed at least 15 years' service since its commencement and his employment is terminated—

- (a) by his death;
 - (b) in any circumstances otherwise than by the employer for serious misconduct;
- the amount of leave shall be—

- (i) if such termination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2) hereof—such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years;
- (ii) if such termination takes place after the worker has become entitled to leave under placitum (a) of paragraph (2) hereof—the leave due under such placitum and in addition such proportion of 13 weeks' leave as the number of completed years of such service after the accrual of such entitlement bears to 20 years.

(4) Where a worker has completed at least 10 years' service but less than 15 years' service since its commencement and his employment is terminated—

- (i) by his death; or
- (ii) by the employer for any reason other than serious misconduct; or
- (iii) by the worker on account of sickness of or injury to the worker or domestic or other pressing necessity where such sickness or injury or necessity is of such a nature as to justify or in the event of a dispute is, in the opinion of the Special Board of Reference, of such a nature as to justify such termination;

the amount of the leave shall be such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years.

(5) In the cases to which paragraphs (3) and (4) hereof apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(d) Payment for Period of Leave.

(1) A worker shall subject to paragraph (3) hereof, be entitled to be paid for each week of leave to which he has become entitled or is deemed

to have become entitled the ordinary time rate of pay applicable to him at the date he commences such leave.

(2) Such ordinary time rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this award, but in the case of casuals and part time workers shall be the ordinary time rate for the number of hours usually worked up to but not exceeding the prescribed standard.

(3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the ordinary time rate of pay applicable to him at the date of accrual or, if so agreed, at the ordinary time rate of pay applicable at the date he commences such leave.

(4) The ordinary time rate of pay—

(a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;

(b) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like.

(5) In the case of workers employed on piece or bonus work or any other system of payment by results payment shall be at ordinary time rates.

(e) Taking Leave.

(1) In a case to which paragraph (2) of sub-clause (c) applies—

(a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference, having regard to the needs of the employer's establishment and the worker's circumstances.

(b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one month's notice of the date from which his leave is to be taken.

(c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three separate periods in respect of the first 13 weeks' entitlement and in not more than two separate periods in respect of any subsequent period of entitlement.

(d) Any leave shall be inclusive of any public holidays specified in this Award occurring during the period when the leave is taken but shall not be inclusive of any annual leave.

(e) Payment shall be made in one of the following ways—

(i) in full before the worker goes on leave;

(ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or

(iii) in any other way agreed between the employer and the worker.

(f) No worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker breaches this provision he shall thereupon forfeit his right to leave hereunder in respect of the unexpired period of leave upon which he has entered,

and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In a case to which paragraph (3) or paragraph (4) of subclause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request of the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be Brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such a case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of 13 weeks for twenty years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of 12 months thereafter, or in the case of termination by death of the worker a period of three years thereafter, keep a record from which can be readily ascertained the name of each worker and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this Award with respect to the time and wages record.

(h) Special Board of Reference.

(1) There shall be constituted a Special Board of Reference for the purpose hereof to which all disputes and matters arising hereunder shall be referred and the Board shall determine all such disputes and matters.

(2) There shall be assigned to such Board the functions of:—

(a) the settlement of disputes on any matters arising hereunder;

(b) the determination of such matters as are specifically assigned to it hereunder.

(3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

(1) The provisions of any State law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of 20 or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for and satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State law with regard to long service leave is exempted from the provisions of that law as at the date hereof, shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

(j) Exemptions.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service leave scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

(k) Liberty to Apply.

Liberty is granted to any party to this Award to apply to the Court at any time for an appropriate variation of this clause if any of the terms and conditions operating under the code of Long Service Leave being negotiated between the Australian Council of Trade Unions and Federal Employers' Organisations is varied in any way.

22.—District Allowance.

(a) In addition to the wages prescribed in clause 25 hereof, an allowance of £3 10s. per week shall be paid.

(b) The above allowance covers a week, whether of five (5) six (6) or seven (7) days. For periods of less than five (5) days, one-seventh of the above shall be payable for each day or part hereof. Provided, however, that workers who have worked at least one half of a week shall be given the benefit of Sunday in the calculation of the District Allowance.

(c) Workers living in messes provided by the employer shall be paid half the rates prescribed in subclause (a).

23.—Preference.

Preference of employment shall be given to members of the Union bearing good conduct records who are available, willing and qualified to perform the work to be done.

24.—Fares Outside Metropolitan Area.

(a) The fares of a worker proceeding for the first time from the place of engagement to work outside the metropolitan area of Perth shall be paid by the employer, who may deduct the amount thereof from his first or later wages.

Provided that the amount so deducted shall be refunded to the worker if he continues to work for the employer for at least six (6) months, or if the work ceases sooner, for so long as the work continues.

(b) If the worker continues to work for an employer for six months, the employer shall, on termination of the worker's engagement by the employer, except in the case of misconduct by the worker, pay the fare of the worker back from the place of work to the place of engagement, if the worker so desires.

25.—Wages.

The minimum rates of wages payable to workers covered by this Award shall be as follows:—

	Per Week.	£	s.	d.
(a) Basic Wage	14	11	6	
				Margin
				Per Week.
				£
				s.
				d.
(b) Adults—				
Driver of Jib Crane	4	14	0	
Drive of Gantry Crane	2	10	0	
Driver of Diesel Locomotive	2	14	6	

I certify, pursuant to section 65 of the Industrial Arbitration Act, 1912-1961, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 21st day of May, 1962.

[L.S.] (Sgd.) R. V. NEVILLE,
President.

Filed at my office this 21st day of May, 1962.

(Sgd.) G. MELLOWSHIP,
Clerk of Court of Arbitration.

INDUSTRIAL AGREEMENT.

No. 7 of 1962.

(Registered 11th April, 1962.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1961, this 21st day of March, 1962, between the State Executive, Australasian Society of Engineers' Industrial Association of Workers (hereinafter referred to as the "union") of the one part, and BP (Fremantle) Limited (hereinafter referred to as the "employer") of the other part, witnesseth that for the consideration hereinafter appearing, the parties hereto mutually covenant and agree the one with the other as follows:—

1.—Title.

This Agreement shall be known as the "Oil Bunkering (BP (Fremantle) Limited) Workers' Agreement, 1962."

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Scope.
5. Term.
6. Hours.
7. Overtime.
8. Continuous Shift Workers.
9. Shift Work.
10. Contract of Service.
11. Holidays.
12. Annual Leave.
13. Absence Through Sickness.
14. Breakdowns, etc.
15. Higher Duties.
16. Under-rate Workers.
17. Board of Reference.
18. Representatives Interviewing Workers.
19. Record.
20. Special Rates and Conditions.
21. Wages.
22. Maximum Rate.
23. Casual Workers.
24. Long Service Leave.

3.—Area.

This Agreement shall operate within the localities occupied by and operated upon by BP (Fremantle) Limited.

4.—Scope.

This Agreement shall apply to the workers employed by BP (Fremantle) Limited, within the area of the Agreement on pipe line bunkering of ships and all work incidental to the maintenance and operation of plant for such bunkering.

Provided that it shall not apply to workers who are at present provided for in any award of the Court of Arbitration of Western Australia or in any industrial agreement registered in accordance with the Industrial Arbitration Act, 1912-1961.

5.—Term.

The term of this Agreement shall be for a period of three (3) years as from the beginning of the first pay period commencing after the date hereof.

6.—Hours.

(Other than Continuous Shift Workers.)

(a) The ordinary working hours shall not exceed forty (40) in any one week, and shall not exceed eight (8) hours in any one day, Monday to Friday inclusive, and except in the case of shift workers, shall be worked between the hours of 7 a.m. and 5.30 p.m.

(b) Other starting and finishing times may be fixed in particular cases by agreement between the employer and the union concerned.

(c) The meal interval shall not exceed one (1) hour.

(d) Subject to the provisions hereinafter contained, a rest period of seven (7) minutes from the time of ceasing to the time of resumption of work shall be allowed each morning. This interval shall be counted as time off duty without deduction of pay and shall be arranged at a time and in a manner to suit the convenience of the employer.

Morning tea may be taken by workers during this interval but the period of seven (7) minutes shall not be exceeded under any circumstances. Upon proof of breach by any worker of any provision hereinbefore expressed or implied, the employer shall not be obliged to observe the conditions herein contained.

7.—Overtime.

(Other than Continuous Shift Workers.)

(a) For all work done beyond the hours of duty on any week-day other than a holiday, payment shall be at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) Overtime on shift work shall be based on the rate payable for shift work.

(c) All work done on Sundays or the holidays prescribed in clause 11 (a) shall be paid for at double time rates, except in connection with repairs to the employer's machinery, which has broken down and has caused a stoppage of operations, when the rate of time and a half shall apply to the work done on such days.

(d) (i) Rest Period After Overtime.—When overtime work is necessary, it shall, wherever practicable, be so arranged that workers have at least eight (8) consecutive hours off duty between the work of successive days.

(ii) A worker (other than a casual worker) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least eight (8) consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(iii) If, on the instructions of his employer, such a worker resumes or continues work without having had such eight (8) consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight (8)

consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(e) When a worker is recalled to work overtime after leaving the job (whether notified before or after leaving such job) he shall be paid for at least three (3) hours at overtime rates.

(f) When a worker is required to hold himself in readiness for a call to work after ordinary hours, he shall be paid at ordinary rates for the time he so holds himself in readiness.

(g) When a worker is required for duty during any meal time, whereby his meal time is postponed for more than one (1) hour, he shall be paid at overtime rates until he gets his meal.

(h) A worker required to continue after his usual knock off time working for more than two (2) hours, without being notified on the previous day or earlier that he will be so required to work, shall be supplied with a meal by the employer, or paid five shillings (5s.) for a meal.

If the amount of overtime required to be worked necessitates a second or subsequent meal, the employer shall, unless he has notified the workers concerned on the previous day or earlier that such second or subsequent meal will also be required, provide such meals or pay an amount of three shillings and fourpence (3s. 4d.) for each such second or subsequent meal.

No such payments need to be made to workers living in the same locality as their workshops who can reasonably return home for such meals.

If a worker in consequence of receiving such notice has provided himself with a meal or meals and is not required to work overtime, or is required to work less overtime than notified, he shall be paid the amounts above prescribed in respect of the meals not then required.

(i) (i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation party to this Agreement, or worker or workers covered by this Agreement, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

8.—Continuous Shift Workers.

(a) Forty (40) hours (inclusive of crib time) shall constitute a week's work to be worked in five (5) shifts of eight (8) hours each: Provided that this clause shall be deemed to have been complied with if the ordinary working hours do not exceed eighty (80) hours per fortnight to be worked in shifts of eight (8) hours each. For the purpose of this clause a "fortnight" means any two consecutive pay weeks.

(b) All time worked in excess of or outside the ordinary working hours as prescribed, or on a shift other than a rostered shift, shall be paid for at the rate of double time, except where a worker is called upon to work a sixth shift in not more than one week in any four (4) weeks, when he shall be paid for such shift at time and a half for the first four (4) hours and double time thereafter.

(c) These overtime rates shall not apply to excess time due to private arrangements between the workers themselves or for the purpose of effecting the customary rotation of shifts, or which is owing to a relieving man not coming on at the appointed time. The time for which any worker may be paid at ordinary rates instead of overtime due to a relieving man not coming on at the proper time, shall not exceed two (2) hours, after the expiration of which overtime rates shall apply for the whole shift.

(d) All work performed during ordinary hours on Saturdays, Sundays or holidays shall be paid for at the rate of time and a half. These rates shall be paid in lieu of the shift allowances prescribed by subclause (c) of clause 9.

(e) Paragraphs (b), (d), (e), (f), (h) and (i) of clause 7 of this Agreement shall apply to continuous shift workers as if each of those paragraphs were repeated in this clause.

9.—Shift Work.

(a) The employer may, if he so desires, work any of his workers on shifts, but before doing so shall give notice of his intention to the union of the intended starting and finishing times of ordinary working hours of the respective shifts.

(b) Where any particular process is carried out on shifts other than day shift and less than five (5) consecutive afternoon shifts or night shifts are worked on that process then workers employed on such afternoon or night shifts shall be paid at overtime rates.

(c) The loading on the ordinary rates of pay for shift work shall be five per cent. (5%) for afternoon shift and ten per cent. (10%) for night shift.

(d) The sequence of shift work shall not be deemed to be broken under the preceding paragraph (b) by reason of the fact that the works are closed on a Saturday or Sunday or on any public holiday.

(e) Where a shift commences at or after 11 p.m., then the whole shift shall be paid for at the rate which applies to the major portion of the shift.

10.—Contract of Service.

(a) The contract of service shall be by the week, and shall be terminable by one (1) week's notice on either side given on any day. Provided that if such notice is not given, one week's pay shall be paid by the employer or forfeited by the worker.

(b) In the case of casual workers, one hour's notice shall suffice.

(c) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of clause 13, or such absence is on account of holidays to which the worker is entitled under the provisions of this Agreement.

(d) This clause does not affect the right to dismiss for misconduct, and in such case wages shall be paid up to the time of dismissal only.

11.—Holidays.

(a) (i) The following days, or the days observed in lieu, shall, subject to clause 7 (c), be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day, and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in the subclause.

(ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday, and where Boxing Day falls on a Sunday or Monday such holiday shall be observed on the next succeeding Tuesday, in each case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

(b) On any public holiday not prescribed as a holiday under this Agreement the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done ordinary rates of pay shall apply.

(c) The provisions of this clause shall not apply to casual workers.

12.—Annual Leave.

(a) Except as hereinafter provided, a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with such employer.

(b) Seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one (1) week's leave in addition to the leave prescribed in subclause (a) hereof. Where a worker with twelve (12) months' continuous service is engaged for part of a qualifying twelve-monthly period as a seven-day shift worker, he shall be entitled to have the period of two (2) consecutive week's annual leave prescribed in subclause (a) hereof increased by one-twelfth (1/12th) of a week for each completed month he is continuously engaged as aforesaid.

(c) If any holiday under this Agreement falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day, there shall be added to that period one (1) day being an ordinary working day for each such holiday observed as aforesaid.

(d) If after one (1) month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth (1/6th) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(e) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this Agreement shall not count for the purpose of determining his right to annual leave.

(f) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (d) of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

(g) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(ii) In special circumstances and by mutual consent of the employer, the worker and the union concerned, annual leave may be taken in not more than two periods.

(h) The provisions of this clause shall not apply to casual workers.

13.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one (1) week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

(b) A worker shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment or for any accident, wherever sustained, arising out of own wilful default, or for sickness arising out of his own wilful default.

(c) No worker shall be entitled to the benefits of this clause unless he produces proof satisfactory to his employer of sickness, but the employer shall not be entitled to a medical certificate unless the absence is for three (3) days or more.

(d) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that the sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two (2) years but no longer from the end of the year in which it accrues.

14.—Breakdowns, etc.

The employer shall be entitled to deduct payment for any day upon which a worker cannot be usefully employed because of any strike by the union or unions affiliated with it, or by any other association or union, or through the breakdown of

the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

15.—Higher Duties.

A worker engaged for more than half ($\frac{1}{2}$) of one (1) day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for less than half ($\frac{1}{2}$) of one (1) day or shift, he shall be paid the higher rate for the time so worked.

16.—Under-rate Workers.

(a) Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wages as may from time to time be agreed upon in writing between the union and the employer.

(b) In the event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.

(c) After application has been made to the Board, and pending the Board's decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

17.—Board of Reference.

(a) The Court may appoint, for the purpose of this Agreement, a Board of Reference.

(b) The Board shall consist of a chairman, to be appointed by the Court, and two (2) other representatives, one to be nominated by each of the parties.

(c) The Board is hereby assigned the following functions in the event of a disagreement between the parties bound by this Award:—

(i) Adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of this Award or any of them.

(ii) Deciding any other matter that the Court may refer to the Board from time to time.

(d) The provisions of regulation 106 of the Industrial Arbitration Act, 1912-1961, shall be deemed to apply to any Board of Reference appointed hereunder.

18.—Representatives Interviewing Workers.

In the case of a disagreement existing or anticipated concerning any of the provisions of this Agreement, an accredited representative of the union shall be permitted to interview the workers during the recognised meal hours, on the business premises of the employer, but this permission shall not be exercised, without the consent of the employer, more than once in any one (1) week.

19.—Record.

(a) Each employer shall keep a time and wages book showing the name of each worker, and the nature of his work, the hours worked each day, and the wages and allowances paid each week. Any system of automatic recording by means of machines shall be deemed to comply with this provision to the extent of the information recorded.

(b) The time and wages record shall be open for inspection by a duly accredited official of the union during the usual office hours, at the employer's office or other convenient place, and he shall be allowed to take extracts therefrom. The employer's works shall be deemed to be a convenient place for the purpose of this paragraph, and if for any reason the record be not available at the works when the official calls to inspect it, it shall be made available for inspection within twelve (12) hours either at the employer's office or at the works.

20.—Special Rates and Conditions.

(1) Dirt Money.—Threepence (3d.) per hour extra shall be paid to workers when engaged on work of an unusually dirty nature, where clothes are necessarily unduly soiled or injured or boots are unduly injured by the nature of the work done.

(2) Confined Space.—Eightpence (8d.) per hour extra shall be paid to workers when working in "confined space" which means a compartment or

space the dimensions of which necessitate a worker working in a stooped or otherwise cramped position, or without proper ventilation.

(3) Hot Places.—Workers required to work in a boiler which has not been cooled down, shall be paid at the rate of time and a half for each hour so worked, in addition to any dirt and confined space money payable. Any broken time of less than one (1) hour shall be paid for as one (1) hour.

(4) Protective Equipment:

(a) The employer shall have available a sufficient supply of protective equipment (as, for example, hand screens, goggles, glasses, gloves, aprons, leggings and gum boots) for use by his workers when engaged on work for which some protective equipment is reasonably necessary. It shall be a defence to an employer charged with a breach of this subclause if he proves that he was unable to obtain either the item of equipment the subject of the charge or a suitable substitute.

(b) Every worker shall sign an acknowledgment on receipt of any article of protective equipment and shall return same to the employer when he has finished using it or on leaving his employment.

(c) No worker shall lend another worker any such article of protective equipment issued to such first-mentioned worker, and if the same are lent, both the lender and the borrower shall be deemed guilty of wilful misconduct.

(d) Before goggles, glasses or gloves or any such substitutes which have been used by a worker are reissued by the employer to another worker they shall be effectively sterilised.

(e) During the time any article of protective equipment is on issue to the worker, he shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.

(5) A tradesman (not employed as a first-class welder) who in addition to his employment as such, is also required to do welding, shall be entitled to receive one shilling and fourpence (1s. 4d.) per day in addition to his ordinary rate of pay whilst so engaged.

(6) A leading hand placed in charge of not less than three (3) and not more than ten (10) other workers shall be paid nineteen shillings (19s.) per week extra.

21.—Wages.

The following shall be the minimum rates of wages payable to workers covered by this Agreement:—

	Per Week.
	£ s. d.
(a) Basic Wage	14 18 9
	Margin Over
	Male Basic Wage
	Per Week.
(b) Adult Males:	£ s. d.
Fitters	4 16 0
Installation Assistants	2 2 6

22.—Maximum Rate.

Notwithstanding anything contained in this Agreement to the contrary, no time of duty whatsoever shall be required to be paid for at more than double time rate.

23.—Casual Workers.

Any worker dismissed through no fault of his own before the expiration of one (1) week of his employment shall be considered casual and shall receive ten per cent. (10%) above the rate specified for the work performed.

24.—Long Service Leave.

(a) Right to Leave.

A worker shall as herein provided be entitled to leave with pay in respect of long service.

(b) Long Service.

(1) The long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.

(2) Such service shall include service prior to the 1st April, 1958, if it continued until such time but only to the extent of the last 20 completed years of continuous service.

(3) (i) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called the "transmittor") to another employer (herein called the "transmittee") and a worker who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee, the period of the continuous service which the worker has had with the transmittor (including any such service with any prior transmittor) shall be deemed to be service of the worker with the transmittee.

(ii) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.

(4) Such service shall include—

- (a) Any period of absence from duty on any annual leave or long service leave.
- (b) Any period of absence from duty necessitated by sickness of or injury to the worker but only to the extent of fifteen working days in any year of his employment.
- (c) Any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any agreement in respect of annual leave.
- (d) Any period during which the service of the worker was or is interrupted by service—
 - (i) as a member of the Naval, Military or Air forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation Forces in Japan and other than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstances referred to in section 31 (2) of the Defence Act, 1903-1956, and except in Korea or Malaya after June 26, 1950;
 - (ii) as a member of the Civil Construction Corps, established under the National Security Act, 1939-1946;
 - (iii) in any of the Armed Forces under the National Service Act, 1951 (as amended).

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such service.

(5) Service shall be deemed to be continuous notwithstanding—

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an award, industrial agreement, order or determination under either Commonwealth or State law;
- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;

(f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two months from the date of such termination;

(g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six months from the date of such termination;

(h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;

(i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

Provided that the period of any absence from duty or the period of any interruption referred to in placita (c) to (i) inclusive of this paragraph shall not (except as set out in paragraph (4) hereof) count as service.

(c) Period of Leave.

(1) The period to which a worker shall be entitled or deemed to be entitled shall be as provided in this subclause.

(2) Where a worker has completed at least 20 years' service the amount of leave shall be—

- (a) in respect of 20 years' service so completed—13 weeks' leave;
- (b) in respect of each 10 years' service completed after such 20 years—six and a half weeks' leave.

(3) Where a worker has completed at least 15 years' service since its commencement and his employment is terminated—

- (a) by his death;
- (b) in any circumstances otherwise than by the employer for serious misconduct,

the amount of leave shall be—

(i) if such determination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2) hereof, such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years;

(ii) if such termination takes place after the worker has become entitled to leave under placitum (a) of paragraph (2) hereof, the leave due under such placitum and in addition such proportion of 13 weeks' leave as the number of completed years of such service after the accrual of such entitlement bears to 20 years.

(4) Where a worker has completed at least 10 years' service but less than 15 years' service since its commencement and his employment is terminated—

- (i) by his death, or
- (ii) by the employer for any reason other than serious misconduct, or
- (iii) by the worker on account of sickness of or injury to the worker or domestic or other pressing necessity where such sickness or injury or necessity is of such a nature as to justify or in the event of a dispute is in the opinion of the Special Board of Reference of such a nature as to justify such termination,

the amount of leave shall be such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years.

(5) In the cases of which paragraphs (3) and (4) hereof apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(d) Payment for Period of Leave.

(1) A worker shall, subject to paragraph (3) hereof, be entitled to be paid for each week of leave to which he has become entitled or is deemed to have become entitled the ordinary time rate of pay applicable to him at the date he commences such leave.

(2) Such ordinary time rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this agreement but in the case of casuals and part-time workers shall be the ordinary time rate for the number of hours usually worked up to but not exceeding the prescribed standard.

(3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the ordinary time rate of pay applicable to him at the date of accrual or, if so agreed, at the ordinary time rate of pay applicable at the date he commences such leave.

(4) The ordinary time rate of pay—

(a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;

(b) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like.

(5) In the case of workers employed on piece or bonus work or any other system of payment by results payment shall be at ordinary time rates.

(e) Taking Leave.

(1) In a case to which paragraph (2) of subclause (c) applies—

(a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference, having regard to the needs of the employer's establishment and the worker's circumstances.

(b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one month's notice of the date from which his leave is to be taken.

(c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three separate periods in respect of the first 13 weeks' entitlement and in not more than two separate periods in respect of any subsequent period of entitlement.

(d) Any leave shall be inclusive of any public holidays specified in this Agreement occurring during the period when the leave is taken but shall not be inclusive of any annual leave.

(e) Payment shall be made in one of the following ways:—

(i) in full before the worker goes on leave;

(ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or

(iii) in any other way agreed between the employer and the worker.

(f) No worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker breaches this provision he shall thereupon forfeit his right to leave hereunder in respect of the unexpired period of leave upon which he has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In a case to which paragraph (3) or paragraph (4) of subclause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the person representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be Brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such a case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of 13 weeks for twenty years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of 12 months thereafter, or in the case of termination by death of the worker a period of three years thereafter, keep a record from which can be readily ascertained the name of each worker and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this Agreement with respect to the time and wages record.

(h) Special Board of Reference.

(1) There shall be constituted a Special Board of Reference for the purpose hereof to which all disputes and matters arising hereunder shall be referred and the Board shall determine all such disputes and matters.

(2) There shall be assigned to such Board the functions of—

- (a) the settlement of disputes on any matters arising hereunder;
- (b) the determination of such matters as are specifically assigned to it hereunder.

(3) The Board of Reference shall consist of one representative, or substitute therefor, nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

(1) The provisions of any State law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of 20 or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for and satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State law with regard to long service leave is exempted from the provisions of that law as at the first day of April, 1958, shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

(j) Exemptions.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service leave scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

(k) Liberty to Apply.

Liberty is granted to any party to this Agreement to apply to the Court at any time for an appropriate variation of this clause if any of the terms and conditions operating under the code of long service leave being negotiated between the Australian Council of Trade Unions and the Federal Employers' Organisations is varied in any way.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

R. H. OSMAN,
Agent for BP (Fremantle) Limited in
Western Australia.

Signed for and on behalf of
BP (Fremantle) Limited in
the presence of—

A. G. S. BEAN.

The Common Seal of the State
Executive, Australasian Society of Engineers, Industrial Association of Workers,
was hereunto affixed in the
presence of—

F. MARSHALL,
G. PIESLEY.

[L.S.]

COMPANIES ACT, 1943-1961.

Notice of Situation of Registered Office of a Company Incorporated Outside Western Australia which Carries on Business or is about to Carry On Business within Western Australia and of the Days and Hours during which such Office is Accessible to the Public.

(Pursuant to Section 330 (4).)

Besley and Pike (Pty.) Limited.

(Incorporated in the State of Queensland.)

BESLEY AND PIKE (PTY.) LIMITED hereby gives notice that the registered office of the company is situated at 15 Harvest Terrace, West Perth, and that the days and hours during which such office is accessible to the public are as follows: Mondays to Fridays (Public Holidays excepted), from 10 a.m. to 12 noon and from 2 p.m. to 4 p.m.

Dated the 29th day of May, 1962.

G. K. BIDDLES,
Agent in Western Australia.

Messrs. Unmack & Unmack, of 12 Howard Street, Perth, Solicitors for the Company.

COMPANIES ACT, 1943-1961.

(Pursuant to Section 330 (4).)

Notice of Situation of Registered Office.

BENSON & HEDGES OF AUSTRALIA PROPRIETARY LIMITED hereby gives notice that the registered office of the company is situated at the office of Messrs. Price, Waterhouse & Co., Chartered Accountants, Second Floor, 25 William Street, Perth, and that the days and hours during which such office is accessible to the public are as follows: Mondays to Fridays inclusive (except public and bank holidays), from 9 a.m. to 5 p.m.

Dated this 1st day of June, 1962.

E. J. HURST,
Agent in Western Australia.

Messrs. Stone, James & Co., of 81 St. George's Terrace, Perth, Solicitors for the Company.

Western Australia.

COMPANIES ACT, 1943-1961.

(Section 99 (4).)

A. W. & H. F. Nichols Holdings Pty. Ltd.

Notice of Situation of Registered Office.

NOTICE is hereby given that the registered office of A. W. & H. F. Nichols Holdings Pty. Ltd. is situated at Fourth Floor, Steamship Building, 168 St. George's Terrace, Perth, in the State of Western Australia, and that the days and hours during which such office is accessible to the public are Mondays to Fridays (except public holidays), from 9 a.m. to 5 p.m.

Dated this 24th day of May, 1962.

A. W. NICHOLS,
Director.

R. C. Witcombe, Solicitor, Perth.

COMPANIES ACT, 1943-1961.

Notice of Change in Situation of Registered Office and of the days and hours such office is Accessible to the Public.

Associated Grocers Limited.

NOTICE is hereby given that the registered office of Associated Grocers Limited was, on the 28th day of May, 1962, changed to and is now situated at Frobisher Road, Osborne Park, and that the days and hours during which such office is accessible to the public are, as from the 28th day of May, 1962, as follows: Each day, Monday to Friday inclusive, from 8.30 a.m. to 12 noon and from 12.45 p.m. to 4.45 p.m.

Dated this 31st day of May, 1962.

Associated Grocers Limited,

J. MARTIN,
Secretary.

COMPANIES ACT, 1943-1961.

ALCOA OF AUSTRALIA PROPRIETARY LIMITED hereby gives notice that the registered office of the company was, on the 30th day of April, 1962, changed to and is now situate at Fourth Floor, Cecil Building, Sherwood Court, Perth.

Dated this 30th day of May, 1962.

K. W. FRANKLIN,
Agent in Western Australia.
Jackson, McDonald & Co., Solicitors, Perth.

COMPANIES ACT, 1943-1961.

WESTERN ALUMINIUM NO LIABILITY hereby gives notice that the registered office of the company was, on the 30th day of April, 1962, changed to and is now situate at Fourth Floor, Cecil Building, Sherwood Court, Perth.

Dated this 30th day of May, 1962.

K. W. FRANKLIN,
Agent in Western Australia.
Jackson, McDonald & Co., Solicitors, Perth.

COMPANIES ACT, 1943-1959.

(Pursuant to Section 99 (4).)

Notice of Change in Situation of Registered Office.

NOTICE is hereby given that the registered office of Peter Nicol Pty. Ltd. was, on the 1st day of May, 1962, changed to and is now situated at 830 Hay Street, Perth.

P. NICOL,
Director.

COMPANIES ACT, 1943-1961.

Notice of Change in Situation of Registered Office.

(Pursuant to Section 99 (4).)

Archibald & Thorpe Pty. Ltd.

NOTICE is hereby given that the registered office of Archibald & Thorpe Pty. Ltd. was, on the 16th day of April, 1962, changed to and is now situated at Lot 28, Cleveland Street, Inglewood.

Dated this 8th day of May, 1962.

J. V. THORPE,
Director.

Wood & Lemonis, Solicitors, of 63 St. George's Terrace, Perth.

COMPANIES ACT, 1943-1961.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

(Pursuant to Section 99 (4).)

Jetstream Agricultural Equipment (S.A.) Pty Ltd.

NOTICE is hereby given that the registered office of Jetstream Agricultural Equipment (S.A.) Pty. Ltd. is situated at 12-14 Wynyard Street, Belmont, and that the days and hours which such office is accessible to the public are as follows: Monday to Friday from 10 a.m. to 4 p.m. (holidays excepted).

Dated this 4th day of June, 1962.

J. VANDERHEEG,
Director.

COMPANIES ACT, 1943-1961.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

(Pursuant to Section 99 (4).)

Jetstream Agricultural Equipment (Vic.) Pty. Ltd.

NOTICE is hereby given that the registered office of Jetstream Agricultural Equipment (Vic.) Pty. Ltd. is situated at 12-14 Wynyard Street, Belmont, and that the days and hours which such office is accessible to the public are as follows: Monday to Friday from 10 a.m. to 4 p.m. (holidays excepted).

Dated this 4th day of June, 1962.

J. VANDERHEEG,
Director.

COMPANIES ACT, 1943-1961.

Notice of Situation of Registered Office of a Company Incorporated Outside Western Australia which Carries on Business or is about to Carry on Business Within Western Australia and of the Days and Hours during which such Office is Accessible to the Public.

(Pursuant to Section 330 (4).)

H. O. JOHNSTON ESTATES PTY. LIMITED hereby gives notice that the registered office of the company is situated at the office of R. Goyne Miller & Co., Third Floor, 104 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows: Mondays to Fridays inclusive (except public and bank holidays), from 9 a.m. to 12 noon and from 2 p.m. to 4 p.m.

Dated this 29th day of May, 1962.

R. L. ROBINSON,
Agent in Western Australia.
Messrs. Stone, James & Co., of 81 St. George's Terrace, Perth, Solicitors for the Company.

COMPANIES ACT, 1943-1961.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

(Pursuant to Section 99 (4).)

NOTICE is hereby given that the registered office of B.H.B. Engineer's Pty. Ltd. is situated at First Floor, 260 St. George's Terrace, Perth, in the State of Western Australia, and that the days and hours during which such office is accessible to the public are as follows: Monday to Friday (both inclusive) in each week, between the hours of 10 a.m. and 12 noon and 2 p.m. and 4 p.m.

Dated the 28th day of May, 1962.

E. W. BOWRA,
Director.
Messrs. Stone, James & Co., 81 St. George's Terrace, Perth, Solicitors for the Company.

Western Australia.

COMPANIES ACT, 1943, AND AMENDMENTS.

Notice of Situation of Registered Office.

NOTICE is hereby given that the registered office of Canterbury Stock Feed Manufacturing & Distributing Company Pty. Limited in Western Australia is situated at 15 Harold Street, East Perth, in the said State of Western Australia, and that the days and hours during which such office is accessible to the public are as follows: Mondays to Fridays inclusive (public holidays excepted), from 8.30 a.m. to 1 p.m. and from 2 p.m. to 5 p.m.

Dated this 6th day of April, 1962.

S. WILLIAMS,
Agent in Western Australia.

COMPANIES ACT, 1943, AND AMENDMENTS.

Notice of Change in Situation of Registered Office and of the Days and Hours such Office is Accessible to the Public.

(Pursuant to Section 99 (4).)

I. Goldsvaig and Co. Pty. Ltd.

NOTICE is hereby given that the registered office of I. Goldsvaig and Co. Pty. Ltd. was, on the 18th May, 1962, changed to and is now situated at corner of John and Brack Streets, North Fremantle, and that the days and hours during which such office is accessible to the public are, as from 18th May, 1962, as follows: Monday to Friday, from 9 a.m. to 12 noon and 2 p.m. to 4 p.m., all holidays excepted.

Dated this 18th day of May, 1962.

I. GOLDSVAIG,
Director.

COMPANIES ACT, 1943-1961.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

(Pursuant to Section 99 (4).)

Aldex Pty. Ltd.

NOTICE is hereby given that the registered office of the company is situated at 81 Canning Highway, South Perth, and that the days and hours during which such office is accessible to the public are as follows: Mondays to Fridays (except public holidays), from 10 a.m. to 1 p.m. and from 2 p.m. to 4 p.m.

Dated this 28th day of May, 1962.

J. R. O'GRADY,
Director of the Company.

Messrs. Roe & Blackwood, of 19 Howard Street, Perth, Solicitors for the abovenamed Company.

COMPANIES ACT, 1943-1961.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

(Pursuant to Section 99 (4).)

Stanhope Pastoral Co. Pty. Ltd.

NOTICE is hereby given that the registered office of Stanhope Pastoral Co. Pty. Ltd. is situated at 18 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are from Monday to Friday between the hours of 10 a.m. and 4 p.m. (public holidays excepted).

Dated this 29th day of May, 1962.

Q. M. SEWELL,
Director.

COMPANIES ACT, 1943-1961.

Notice of Intention to Cease Business in Western Australia.

NOTICE is hereby given that Victa Consolidated Industries Pty. Limited, a company registered under Part XI of the Companies Act, 1943-1961, and having its registered office at 105 Stirling Street, Perth, in the State of Western Australia, intends voluntarily to cease to carry on business in the said State on and after the 6th day of September, 1962.

Dated this 5th day of June, 1962.

A. H. ALLEN,
Agent in Western Australia.

Stone, James & Co., 81 St. George's Terrace, Perth, Solicitors for the Company.

COMPANIES ACT, 1943-1961.

W.A. Rope and Twine (Sales) Proprietary Limited.

NOTICE is hereby given that the registered office in Western Australia of the abovenamed company, which is incorporated in Victoria, is situated at the office of West Australian Rope & Twine Co. Pty. Ltd., Stirling Highway, Mosman Park, and that the days and hours during which it is accessible to the public are from Monday to Friday inclusive in each week from 9 a.m. to 5 p.m. (public holidays excepted).

Dated the 6th day of June, 1962.

PARKER & PARKER,
21 Howard Street, Perth,
Solicitors for the Company.

COMPANIES ACT, 1943-1961.

Notice of Change in Situation of Registered Office.

NOTICE is hereby given that the registered office of Consolidated Finance Corporation Pty. Limited is changed and is now situated at Cecil Building, Sherwood Court, Perth.

Dated this 30th day of May, 1962.

K. E. KESSELL,
Agent.

IN THE MATTER OF THE COMPANIES ACT, 1943-1961.

NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation, as a limited company, has been issued to each of the undermentioned companies on the respective date specified.

Company; Date of Incorporation.

Independent Crushed Metals Pty. Ltd.; 24th May, 1962.

Anthony James (Australia) Pty. Ltd.; 28th May, 1962.

R.H.G. Pty. Ltd.; 28th May, 1962.

Pioneer Motels Pty. Ltd.; 28th May, 1962.

W. A. H. Green Pty. Ltd.; 30th May, 1962.

Arthur E. Davies & Co. Pty. Ltd.; 30th May, 1962.

A. W. & H. F. Nichols Holdings Pty. Ltd.; 30th May, 1962.

B.H.B. Engineer's Pty. Ltd.; 30th May, 1962.

Aldex Pty. Ltd.; 31st May, 1962.

Ashvale Holdings Pty. Ltd.; 31st May, 1962.

Lofthouse Pty. Ltd.; 31st May, 1962.

Stanhope Pastoral Co. Pty. Ltd.; 31st May, 1962.

Dated this 6th day of June, 1962.

T. MACFARLANE,
Registrar of Companies.

Companies Registration Office,
Second Floor, Cecil Building,
Sherwood Court, Perth.

IN THE MATTER OF THE COMPANIES ACT, 1943-1961.

(Section 296, Subsection 5.)

NOTICE is hereby given that the names of the undermentioned companies have been struck off the Register of Companies and the said companies are dissolved as from the date of publication of this notice:—

28/29—Block 7 Company Pty. Limited.

35/46—I. Challis Pty. Ltd.

50/49—Aerial Mines Proprietary Limited.

16/50—W.A. Milk Bottle Recovery Co. Pty. Ltd.

98/53—Paringa Wheel Fortune Proprietary Limited.

173/56—Handyman's House Pty. Ltd.

204/56—Interstate Display Service (W.A.) Pty. Limited.

24/57—Globe Contracting Co. Pty. Ltd.

194/57—Krohler Furnishers Pty. Ltd.

46/58—J. H. Masters Pty. Ltd.

81/58—Cloverley Pastoral Co. Pty. Ltd.

194/58—T. V. Electrics Proprietary Limited.

207/58—Leeson Engineering Pty. Ltd.

258/58—Adrian Burke Pty. Ltd.

83/59—Allied T.V. Corporation Pty. Ltd.

152/59—Lily Containers (Australia) Proprietary Limited.

192/59—International Automatic Merchandising (W.A.) Pty. Ltd.

235/59—Bayswater Building Co. Pty. Ltd.

13/60—Geraldton Metals Pty. Ltd.

374/60—Silhouette Health & Fitness Studio of W.A. Pty. Ltd.

391/60—System Services Pty. Ltd.

Dated the 31st day of May, 1962.

T. MACFARLANE,
Registrar of Companies.

IN THE MATTER OF THE COMPANIES ACT, 1943-1961.

NOTICE is hereby given that, pursuant to sections 402 and 405 of the abovenamed Act, the undermentioned persons have been registered on the date specified as qualified to act as:—

Auditor of Companies; Date of Registration.

Arthur Douglas Hudson, 49 Goldsmith Road, Claremont; 31st May, 1962.

Edward Noel Millner, 20 Bangalla Street, Warrawee, N.S.W.; 31st May, 1962.

John Russell Iredale, 84 Bent Street, Lindfield, N.S.W.; 31st May, 1962.

Dated the 1st day of June, 1962.

T. MACFARLANE,
Registrar of Companies.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Soren Kristian Provst Jensen, late of 293 Hannan Street, Kalgoorlie, in the State of Western Australia, Retired Miner, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 9th day of July, 1962, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated the 28th day of May, 1962.

MUIR & WILLIAMS,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Henry William Gibbs, late of 27 Mile, North Wanneroo, in the State of Western Australia, Market Gardener and Grazier, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executrix, care of the undersigned, on or before the 9th day of July, 1962, after which date the said Executrix will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which she shall then have had notice.

Dated the 28th day of May, 1962.

MUIR & WILLIAMS,
Solicitors,
81 St. George's Terrace, Perth,
Solicitor for the Executrix.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Leslie James Bickford, late of 146 Waratah Avenue, Dalkeith, in the State of Western Australia, Retired Department Manager, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, in the said State, on or before the 9th day of July, 1962, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated the 18th day of May, 1962.

J. W. PRICKETT,
of 55 St. George's Terrace, Perth,
Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Matilda Eatt, late of 41 Victor Street, Hilton Park, in the State of Western Australia, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, on or before the 9th day of July, 1962, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated the 30th day of May, 1962.

V. O. FABRICIUS & CO.,
of 89 St. George's Terrace, Perth,
Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Amy Edith Jones, late of 45a Ord Street, West Perth, in the State of Western Australia, Married Woman, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executors, care of The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, 89 St. George's Terrace, Perth, on or before the 9th day of July, 1962, after which date the said Executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated the 31st day of May, 1962.

DOWNING & DOWNING,
25 William Street, Perth,
Solicitors for the Executors.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

Notice to Creditors and Claimants.

NOTICE is hereby given that all persons having claims or demands against the estates of the undermentioned deceased persons are hereby required to send particulars of such claims or demands to me in writing on or before the 9th day of July, 1962, after which date I will proceed to distribute the assets of the said deceased persons among those entitled thereto, having regard only to those claims or demands of which I shall then have had notice.

Dated at Perth the 5th day of June, 1962.

W. J. ROBINSON,
Public Trustee.
Public Trustee Office,
555 Hay Street,
Perth, W.A.

Name; Occupation; Address; Date of Death.

Kilpatrick, James George; Retired Commonwealth Public Servant; formerly of 42 Rookwood Street, Mount Lawley, but late of 104 Mill Point Road, South Perth; 2/5/62.
Winters, John Strange; Mental Nurse; formerly of 23 Walter Street, Claremont, but late of 29 Napier Street, Claremont; 6/4/62.
Hurman, Raymond Lawrence; formerly Bank Office but late Accountant; late of 9 Randall Street, Dianella; 7th or 8th November, 1961.
Sawyer, Edward; Retired Farm Labourer; late of 87 Aberdeen Street, Perth; 22/11/61.
Holmes, Lewis John; Retired Floor Sander; late of 95 Monument Street, Mosman Park; 1/5/62.
Davey, William Richard; formerly Grazier but late Storekeeper; late of 13 Forrest Street, Boulder; 18/3/62.
Robinson, Frank Henry; Retired Moulder; late of 51 Kathleen Street, Bassendean; 22/5/62.
Meredith, Alice Jane; Widow; late of 33 Bayley Street, North Fremantle; 9/5/62.
Keeley, Clement Joseph (also known as Keeley, John Royston); formerly Labourer but late Miner; late of Governor Broome Hotel, 174 William Street, Perth; 28/10/61.
Hertling, Edward Charles; Salesman; late of Wandering; 5/4/62.
Muskett, Nellie; Widow; late of 54 Cyril Street, Bassendean; 26/6/58.
McNamara, Thomas James; Watchman; late of Jarrahdale; 19/2/62.
Ward, Thomas Arthur; Retired Farmer; late of Nedlands; 28/11/61.
Dougall, William Hamilton; Retired Miner; late of 91 Steere Street, Collie; 16/12/61.
Thwaites, Gordon; Labourer; late of 32 Bulwer Street, East Perth; 30/1/62.
Powell, George Francis; Retired Labourer; late of 10 Farnley Street, Mount Lawley; 13/5/62.

Name; Occupation; Address; Date of Death.

Battersby, Thomas; Storeman; late of 61 Clotilde Street, Mount Lawley; 20/2/62.

Goff, Jessie Maud; Widow; late of 13 Francis Street, Bayswater; 4/1/62.

Von Ende, Reinhold Albert Edward (also known as Ende, Reinhold); Retired Electrical Fitter; late of 35 Park Street, Como; 29/12/61.

Davies, George; Retired Sailor; late of Nedlands; 27/7/61.

Lance, Victoria; Married Woman; late of 16 Jamieson Street, Mosman Park; 13/5/62.

PUBLIC TRUSTEE ACT, 1941-1953.

NOTICE is hereby given that pursuant to section 14 of the Public Trustee Act, 1941-1953, the Public Trustee has elected to administer the estates of the undermentioned deceased persons.

Dated at Perth the 5th day of June, 1962.

W. J. ROBINSON,
555 Hay Street, Perth,
Public Trustee.

Name of Deceased; Occupation; Address; Date of Death; Date Election filed.

Herkes, Herbert Daman (also known as Herkes, Herbert Damen); Retired Bricklayer; late of 3 Bowman Street, South Perth; 1/2/62; 28/5/62.

Welsh, John (also known as Walsh, John Michael); Labourer; late of Derby; 28/9/61; 28/5/62.

Laurie, John Clark; Galloping-Out-Man; late of Chadoora; 26/3/62; 30/5/62.

Hobbs, Frederick; Retired Accountant; late of 66 Vincent Street, Nedlands; 20/4/62; 30/5/62.

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